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HIS HIGHNESS THE GAEKWAR'S PETLAD RAILWAY.*

HEADS OF AGREEMENT BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR, hereinafter called His Highness' Government, and THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY, hereinafter styled the Company, for the working of His Highness the Gaekwar's Petlad Railway, hereinafter called the Petlad Railway.

Note.—This line is to be treated as a subsidiary line under clauses 1 and 46 of the Principal Contract dated 8th April 1907 between the Secretary of State and the Bombay Baroda and Central India Railway Company.

Under the conditions hereinafter recited, the Company agree to work, on behalf of His Highness' Government, the Petlad Railway and such extensions as it may be agreed upon between His Highness' Government and the Company to include in this arrangement, with effect from the 5th May 1890, from which date the Bombay Baroda and Central India Railway Company commenced to work the line.

†1. (a) [The said Company shall on behalf of the said State work and maintain the said Petlad Railway from the 27th day of March 1908 to the 26th day of March 1909 (both days inclusive) upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same as are hereinafter mentioned.—*Added.* Vide clause 1 of the Agreement between the Bombay Baroda and Central India Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda dated 3rd March 1909.]†

†1. (b) [The said Company shall on behalf of the said State continue to work and maintain the said Petlad Railway from the 27th day of March 1909 upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same and the power of determination thereof as are hereinafter mentioned.—*Added.* Vide clause 1 of the Agreement between the Bombay Baroda and Central India Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda dated 16th May 1910.]

1. (c) [The said Working Agreement shall for the purposes of clause 1 hereof be read and construed as if all the modifications and alterations contained in clauses 2 to 4 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such modifications and alterations as aforesaid the terms and conditions contained in the said Agreement shall be of full force and binding upon the said parties hereto.—*Added with effect from 27th March 1908.* Vide clause 5 of the Agreements dated 3rd March 1909 and 16th May 1910 between the Bombay Baroda and Central India Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.

2. The said Company shall have the entire control of the train and traffic arrangements of the Petlad Railway during the continuance of this Agreement.

3. All communications between His Highness' Government and the Company under this Agreement shall pass through the Agent to the Governor General at Baroda and the Consulting Engineer for Railways to the Government of Bombay who shall for the purposes of this Agreement undertake the same general duties with respect to the Petlad Railway as are entrusted to him with respect to the Railways under the control of the Bombay Government and take the orders of Government when necessary.

4. The Company shall be subject in all respects with reference to the Petlad Railway to the same control by the Bombay Government as they are with regard to their own lines.

5. (a) The Petlad Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level crossings, signals, signal lamps, cash safes, engine and repairing sheds, provision for water supply and all other

* This Agreement is referred to as the "Working Agreement" and the Government of His Highness the Gaekwar as the "State" in the Agreements dated 3rd March 1909 and 16th May 1910 between the Government of His Highness the Gaekwar and the B. B. & C. I. Railway Company. (*Vide* preamble of these Agreements.)

† This number is provisional.

‡ The Company had given notice of their intention to terminate and discontinue the working and maintaining the Petlad Railway on and from 27th March 1908. (*Vide* preamble of the Agreement between the Company and His Highness the Gaekwar dated 3rd March 1909.)

necessary appliances for working the line, shall be provided by, or at the cost of, His Highness' Government, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by, or at the cost of, His Highness' Government.

(b) All additions and alterations of works within the Company's premises, as may be necessary at the Anand Junction in consequence of the connexion of the Petlad Railway with the Bombay Baroda and Central India Railway, shall be carried out by the Company as follows :—

- | | | |
|---|---|--|
| <p>(i) New works for the sole use of the Petlad Railway.
Alterations of the Company's existing lines and turn-table.</p> | } | At the cost of His Highness' Government. |
| <p>(ii) Additional sidings for the Bombay Baroda and Central India Railway at Anand, as also the alterations and additions to the <i>existing</i> station buildings and quarters.</p> | | At the cost of the Company. |
| <p>(iii) Other works for joint use at the Junction Station.</p> | | Capital cost to be provided equally by His Highness' Government and the Company. |

it being understood that His Highness' Government acquires no right of property within the Company's premises, except that, in case of the termination of the Agreement, His Highness' Government shall be at liberty to remove all materials of permanent-way, etc., supplied by it, and shall receive for structures put up at ~~the cost so much as they may be worth at the time to the Company.~~

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Insert the following note after clause 7 (a) as substituted by the Agreements, dated 3rd March 1909 and 16th May 1910 :—

NOTE.—The term "Broad and Metre Gauge Lines of the B. B. & C. I. Railway System" appearing in line 8 of the above clause includes the Narrow-Gauge—Broach Jambusar Railway and its extensions—Jambusar Kavi and Samni Dahej lines—which form an integral part of the B. B. & C. I. Railway undertaking.

(Railway Board's No. 0797-F-II, dated 12 February 1940.)

(No. 85, dated 24th February 1940, to the Book of Contracts relating to B. B. & C. I. Railway, Volume II.)

damage to the said Petlad Railway and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damages would be made a charge against Capital.—*Substituted with effect from 27th March 1908. Vide clause 2 of the Agreements dated 3rd March 1909 and 16th May 1910 between the Bombay Baroda and Central India Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.*]

[7. As regards all charges on account of maintenance of way and works including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the line in other Departments the Company shall charge to His Highness' Government the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the Bombay Baroda and Central India Railway and these charges shall be held to include supervision and the use of rolling stock.—*Superseded. Vide Agreements dated 3rd March 1909 and 16th May 1910 between the Bombay Baroda and Central India Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda, clause 2.*]

8. From the amounts thus apportioned chargeable as working expenses the Company shall defray all the working charges and pay the salaries of the staff

(including Junction staff) and provide stationery, tickets, coal, oil, grease, current-consumable stores and all other necessary materials for the proper and efficient working of the Petlad Railway.

9. [Subject to the provisions of clause 7 (b) hereof*] the cost of all additional works or such improvements to existing works as may be necessary for the proper working of the line or to meet the growth of traffic, which are properly chargeable to construction account, shall be dealt with as follows:—

(a) All works costing over Rs. 1,000 shall be charged to the Capital Account of the Petlad Railway and shall be debited direct to His Highness' Government.

(b) In the case of works costing Rs. 1,000 or less, a charge to Revenue will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same half-year on the Bombay Baroda and Central India Railway; beyond this limit expenditure on works costing Rs. 1,000 or less shall be charged to the Capital Account of the Petlad Railway and shall be debited direct to His Highness' Government.

10. (a) His Highness' Government shall provide and maintain for the purposes of that portion of the Petlad Railway which lies in His Highness' territory such a force of Police as His Highness' Government may in consultation with the Company deem necessary for the protection of the line and of property in the trains and at each station thereof. The cost of this force shall be defrayed by His Highness' Government.

(b) For that portion of the Petlad Railway which is in the British territory the Company shall provide and maintain the necessary Government Railway Police force.

11. The Company shall be responsible for the collection of all the revenue appertaining to the Petlad Railway, including such rents as may be charged, under the Company's rules, to any of their servants or the servants of His Highness' Government, occupying dwelling houses, the property of His Highness' Government, and shall pay the same into the Treasury in the same manner as their own earnings.

12. The Company shall furnish His Highness' Government through the Agent to the Governor General at Baroda and the Consulting Engineer for Railways to the Government of Bombay with a weekly return of the approximate earnings of the Petlad Railway, and at the close of each half-year with a full account, both of receipts and expenditure, under detailed heads to be settled between the Consulting Engineer and the Company.

13. (a) Advances shall be made by the Government Treasury to meet the cost of working the Petlad Railway.

14. The account as between the Bombay Government and His Highness' Government shall be finally adjusted at the close of each half-year, as soon as possible after the Revenue Account is rendered, and the balance in favour of or against His Highness' Government shall then be paid over to it or by it as the case may be.

15. (a) The fares to be charged for coaching traffic and the rates to be charged for goods traffic shall be fixed from time to time by the Agent of the Company in communication with, and subject to the approval of, His Highness' Government.

(b) In the absence of any special agreement between His Highness' Government and the Company the fares and rates for coaching goods and miscellaneous traffic and the classification of goods on the Petlad Railway shall, as far as may be, conform to those generally in force on the Bombay Baroda and Central India Railway.

(c) In the equipment of passenger trains there shall always be ordinarily attached one composite first and second class carriage. The number will be increased according to requirement.

* Added with effect from 27th March 1908. (Vide clause 3 of Agreements dated 3rd March 1909 and 16th May 1910 between the Bombay Baroda and Central India Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.)

(d) Mails and Postal officers on duty shall be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

16. Through rates shall ordinarily be the sum of the local rates to the Junction, but special agreement may be come to in regard to through traffic.

17. The same terminal shall be charged on different descriptions of traffic on the Petlad Railway as on the Bombay Baroda and Central India Railway.

18. All money transactions under this Agreement, as between the Bombay Government, His Highness' Government and the Company, shall be in British Government Rupees, and the Company are to accept the British Currency only in payment of fares and rates.

*19. (a) [This Agreement and the said Working Agreement may be determined by either party giving to the other 12 calendar months' notice in writing in that behalf (terminating at any time) and upon the expiration of such notice this Agreement and the said Working Agreement shall cease and determine.—*Substituted. Vide clause 6 of the Agreement dated 16th May 1910 between the Bombay Baroda and Central India Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.*]

[19. The arrangements herein laid down shall be in force from 5th May 1890 from which date the Bombay Baroda and Central India Railway Company commenced to work the line; but may at any time be terminated on one year's notice from either party to the Agreement.] †

20. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, His Highness' Government and the Company.

21. The Indian Railways Act and the Standing Regulations of the Company as applicable to the Bombay Baroda and Central India Railway, as approved by the Governor General in Council under the Indian Railways Act, which have been accepted by His Highness' Government, shall apply to the Petlad Railway. The above Act and Standing Regulations shall, within Railway limits on the Petlad Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried. All such offences occurring on that portion of the Petlad Railway which lies in His Highness' territory shall be tried by duly constituted Magistrates appointed by His Highness' Government, provided that all servants of the Company employed on that portion of the Petlad Railway, who are British subjects, shall have the right of making representation to the Agent to the Governor General at Baroda, whose advice will be duly attended to.

22. The telegraph line along the Petlad Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company shall work the line in strict accordance with the rules which have been, or which from time to time may be, authorized by the Governor General in Council for the adoption and working of licensed Railway telegraph lines in British India.

23. The foregoing clauses are subject to confirmation by the Board of Directors of the Company.

SRIENIVASA RAGHAVAIYENGAR,
Minister of the Baroda State.

H. D. OLIVIER, Major, R. E.,
Agent, Bombay Baroda and Central
India Railway.

J. WILLCOCKS,
Officiating Consulting Engineer for Railways
to Government of Bombay.

* This number is provisional.

† Superseded with effect from 27th March 1903. (*Vide clause 4 of the Agreements dated 3rd March 1900 and 16th May 1910 between the Bombay Baroda and Central India Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.*)

AN AGREEMENT made and entered into this third day of March 1909 BETWEEN THE BOMBAY BARODA & CENTRAL INDIA RAILWAY COMPANY a joint stock Company incorporated by special Act of Parliament (now repealed) intituled "The Bombay Baroda and Central India Railway Act, 1859" and the incorporation whereof is continued by Special Act of Parliament intituled "The Bombay Baroda and Central India Railway Act, 1906" and having its head office in India situate in the Queen's Road in the City of Bombay (hereinafter called "the said Company" in which expression are included where the context so admits its successors and assigns) of the one part and THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR OF BARODA Ruler of the State of Baroda (hereinafter referred to as "the said State" in which expression are included where the context so admits the Government of His Highness the Gaekwar of Baroda and his successors Rulers for the time being of the said State) of the other part WHEREAS the said Company have for some years past worked and maintained on behalf of the said State upon the terms and conditions of a certain Working Agreement made between the said parties hereto dated the 5th day of May 1890 the Standard gauge line of Railway from Anand Junction to Tarapur all of which said line of railway (hereinafter referred to as "the said Petlad Railway") is the property of the said State and is mostly situate within the territories of the said State AND WHEREAS the said Company gave notice to the said State of their intention to terminate and discontinue the working and maintaining of the said Petlad Railway as from and after the 26th day of March 1908 AND WHEREAS the said State have requested the said Company to continue the working and maintaining of the said Petlad Railway which the said Company have consented to do for a further period of one year to be computed from the 27th day of March 1908 upon the terms and conditions contained in the said Working Agreement dated the 5th day of May 1890 (hereinafter referred to as "the said Working Agreement") but subject to such modifications and alterations in the same as are hereinafter mentioned NOW IT IS HEREBY AGREED by and between the said parties hereto as follows:—

1. The said Company shall on behalf of the said State work and maintain the said Petlad Railway from the 27th day of March 1908 to the 26th day of March 1909 (both days inclusive) upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same as are hereinafter mentioned.

2. In lieu of Clause 7 contained in the said Working Agreement the following Clause shall be substituted, namely:—

"7 (a) As regards all charges (except such charges as are separately provided for in Clause 7 (b) of this Agreement) on account of maintenance of way and works including the repairs of bridges stations and buildings conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said line in other Departments the said Company shall charge to the said State the same percentage of the gross earnings as may be incurred in these Departments for the half year in question on the *Broad and Metre-gauge Lines of the B. B. & C. I. Railway System* and these charges shall be held to include supervision and the use of rolling stock.

"(b) The said State shall be liable to provide funds for making good all damage to the said Petlad Railway and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damages would be made a charge against Capital."

3. Before the words:—"The cost of all additional works or such improvements" at the commencement of Clause 9 of the said Working Agreement shall be inserted the words:—"Subject to the provisions of Clause 7 (b) hereof."

4. Clause 19 of the said Working Agreement shall be cancelled.

5. The said Working Agreement shall for the purposes of Clause 1 hereof be read and construed as if all the modifications and alterations contained in Clauses 2 to 4 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such modifications and alterations as aforesaid the terms and conditions contained in the said Agreement shall be of full force and binding upon the said parties hereto.

IN WITNESS whereof Archibald Douglas Graham Shelly, Major, R. E. (retired), the Agent of and on behalf of the said Company, and Manubhai Nandshanker Mehta, Acting

Diwan, on behalf of the said State have hereunto set their respective hands the day and year first above written.

Signed by the said Archibald Douglas
Graham Shelley, the Agent of the Bombay,
Baroda and Central India Railway Company,
in the presence of

GEORGE H. B. RADCLIFFE,
Ag. Secretary to Agent,
B. B. & C. I. Railway.

DAMODAR RAOJI,
Ag. Asstt. Secretary to Agent,
B. B. & C. I. Railway.

} A D. G. SHELLEY.

Signed by Manubhai Nandshanker Mehta,
Ag. Diwan, in the presence of

LAXMILAL DOWLATRAI,
Manager, Huzur English Office.

VITHAL DADAJI SATGHARE,
Asstt. Manager, Huzur English Office.

} MANUBHAI NANDSHANKER MEHTA.

AN AGREEMENT made and entered into this sixteenth day of May 1910 BETWEEN THE BOMBAY BARODA & CENTRAL INDIA RAILWAY COMPANY a joint stock company incorporated by special Act of Parliament (now repealed) intituled "The Bombay Baroda and Central India Railway Act 1859" and the incorporation whereof is continued by special Act of Parliament intituled "The Bombay Baroda and Central India Railway Act 1905" and having its head office in India situate in the Queen's Road in the City of Bombay (hereinafter called "the said Company" in which expression are included where the context so admits its successors and assigns) of the one part and THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR OF BARODA Ruler of the State of Baroda (hereinafter referred to as "the said State" in which expression are included where the context so admits the Government of His Highness the Gaekwar of Baroda and his successors Rulers for the time being of the said State) of the other part. WHEREAS the said Company have for some years past worked and maintained on behalf of the said State upon the terms and conditions of a certain Working Agreement made between the said parties hereto dated the 5th day of May 1890 the Standard gauge line of Railway from Anand Junction to Tarapur all of which said line of railway (hereinafter referred to as "the said Petlad Railway") is the property of the said State and is mostly situate within the territories of the said State AND WHEREAS the said Company gave notice to the said State of their intention to terminate and discontinue the working and maintaining of the said Petlad Railway as from and after the 26th day of March 1908 AND WHEREAS the said State requested the said Company to continue the working and maintaining of the said Petlad Railway which the said Company consented to do for a further period of one year commencing from the 27th day of March 1908 and ending on the 26th day of March 1909 upon the terms and conditions contained in the said Working Agreement dated the 5th day of May 1890 (hereinafter referred to as "the said Working Agreement") but subject to the modifications and alterations in the same contained in a Supplemental Agreement made between the said parties hereto dated the 3rd day of March 1909 AND WHEREAS the said State have requested the said Company to continue the working and maintaining of the said Petlad Railway as from the 27th day of March 1909 upon terms and conditions contained in the said Working Agreement which the said Company have consented to do subject to such modifications and alterations being made in the same as are hereinafter mentioned. NOW IT IS HEREBY AGREED by and between the said parties hereto as follows :—

1. The said Company shall on behalf of the said State continue to work and maintain the said Petlad Railway from the 27th day of March 1909 upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same and the power of determination thereof as are hereinafter mentioned.

2. In lieu of Clause 7 contained in the said Working Agreement the following Clause shall be substituted namely :—

"7 (a) As regards all charges (except such charges as are separately provided for in Clause 7 (b) of this Agreement) on account of maintenance of way and works including the repairs of bridges stations and buildings conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said line in other Departments the said Company shall charge to the said State the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the Broad and Metre-gauge Lines of the B. B. & C. I. Railway System and these charges shall be held to include supervision and the use of rolling stock.

"(b) The said State shall be liable to provide funds for making good all damage to the said Petlad Railway and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damages would be made a charge against Capital."

3. Before the words "The cost of all additional works or such improvements" at the commencement of Clause 9 of the said Working Agreement shall be inserted the words "Subject to the provisions of Clause 7 (b) hereof."

4. Clause 19 of the said Working Agreement shall be cancelled.

5. The said Working Agreement shall for the purposes of Clause 1 hereof be read and construed as if all the modifications and alterations contained in Clauses 2 to 4 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such modifications and alterations as aforesaid the terms and conditions contained in the said Working Agreement shall be of full force and binding upon the said parties hereto.

6. This Agreement and the said Working Agreement may be determined by either party giving to the other 12 calendar months' notice in writing in that behalf (terminating at any time) and upon the expiration of such notice this Agreement and the said Working Agreement shall cease and determine.

IN WITNESS whereof Archibald Douglas Graham Shelley, Major, R. E. (retired), the Agent of and on behalf of the said Company, and Charles Norman Seddon, Officiating Dewan on behalf of the said State, have hereunto set their respective hands the day and year first above written.

Signed by the said Archibald Douglas
Graham Shelley, the Agent of the Bombay,
Baroda and Central India Railway Company,
in the presence of

A. C. OWEN,
*Secretary to Agent,
B. B. & C. I. Ry. Co.*

A. D. G. SHELLEY.

Signed by the said Charles Norman Seddon,
Officiating Dewan, in the presence of

LAXMILAL DOWLATRAI,
Manager, Huzur English Office.

V. D. SATGHARE,
Asstt. Manager, Huzur English Office.

C. N. SEDDON.

HIS HIGHNESS THE GAEKWAR'S PETLAD RAILWAY.

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HIS HIGHNESS THE GAEKWAR'S MEHSANA RAILWAY.

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Cancel agreement between the Government of His Highness the Maharaja Gaekwar of Baroda and the B.B. & C.I. Railway Company for the working of His Highness' Mehsana Railways introduced, vide Corrigendum No.10, dated 28th November 1923.
(No.79, dated 25th September 1938, to the Book of Contracts relating to B.B. & C.I. Railway, Volume II.)

Note.—Mehsana Railway is to be treated as a railway established on 5th April 1907 between the Secretary of State and the B. B. and C. I. Railway Company.

Under the conditions hereinafter recited, the Company agree to work on behalf of His Highness' Government, the Mehsana Railway and such extensions as it may be agreed upon between His Highness' Government and the Company to include in this arrangement, with effect from the 1st July 1891.

† 1. (a) [The said Company shall on behalf of the said State work and maintain the said Mehsana Railway from the 27th day of March 1908 to the 26th day of March 1909 (both days inclusive) upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same as are hereinafter mentioned.—*Added, vide clause 1 of the Agreement dated 16th February 1909 between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.*]†

† 1. (b) [The said Company shall on behalf of the said State continue to work and maintain the said Mehsana Railway from the 27th day of March 1909 upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same and the power of determination thereof as are hereinafter mentioned.—*Added, vide clause 1 of the Agreement dated 16th May 1910 between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.*]

† 1. (c) [The said Company shall on behalf of the said State work and maintain the said line (Kheralu to Varethha) from the time when the same shall be opened for the public carriage of passengers and goods upon the terms and conditions contained in the said working agreement subject to such modifications and alterations in the same, and the power of determination thereof, as are hereinafter mentioned.—*Added, vide clause 1 of the Agreement dated 17th May 1910 between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda extending the terms of the Working Agreement to the Kharalu to Varethha line of Railway.*]

† 1. (d) [The said Working Agreement shall for the purposes of clause 1 hereof be read and construed as if the modifications and alterations contained in clause 2 to 5 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such modifications and alterations as aforesaid the terms and conditions contained in the said Working Agreement shall be of full force and binding upon the said parties hereto.—*Added, vide clause 6 of the Agreements dated 16th February 1909, 16th May 1910 and 17th May 1910 respectively between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.*

2. The said Company shall have the entire control of the train and traffic arrangements of the Mehsana Railway during the continuance of this agreement.

* This Agreement is referred to as the "Working Agreement" and the Government of His Highness the Maharaja the Gaekwar as the "said State" in the Agreements dated 16th February 1909, 16th May 1910 and 17th May 1910 respectively, between His Highness the Gaekwar and the Bombay, Baroda and Central India Railway Company.

† This number is provisional.

‡ The Company had given notice of their intention to terminate and discontinue the working and maintaining of the Mehsana Railway from 26th March 1908 (*vide* preamble of the Agreement between the Company and His Highness the Gaekwar dated 16th February 1909).

3. All communications between His Highness' Government and the Company under this Agreement shall pass through the Agent to the Governor-General at Baroda and the Consulting Engineer for Railways to the Government of Bombay, who shall, for the purposes of this agreement, undertake the same general duties with respect to the Mehsana Railway as are entrusted to him with respect to the Railways under the control of the Bombay Government, and take the orders of the Government when necessary.

4. The Company shall be subject in all respects, with reference to the Mehsana Railway, to the same control by the Bombay Government as they are with regard to their own line.

5. (a) The Mehsana Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level crossings, signals, signal lamps, cash safes, engines and repairing sheds, provision for water supply and all other necessary appliances for working the line, shall be provided by or at the cost of His Highness' Government, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by or at the cost of His Highness' Government.

(b) All additions and alterations of works within the Company's premises as may be necessary at the Mehsana and Viramgam Junctions, in consequence of the connexion of the Mehsana Railway with the Rajputana-Malwa Railway, shall be carried out by the Company as follows :—

- | | |
|--|--|
| (i) New works for the sole use of the Mehsana Railway including the Metre Gauge lines.
Alteration of the Company's existing lines, engine shed and turn-table. | } At the cost of His Highness' Government. |
| (ii) Additional sidings for the Bombay, Baroda and Central India Railway at Viramgam or for the Rajputana-Malwa Railway at Mehsana, as also the alterations and additions to the <i>existing</i> station buildings and quarters. | |
| (iii) Other works for joint use at the Junction stations, viz., goods tranship platform at Viramgam and Overbridges at Viramgam and Mehsana, etc., etc. | } Capital cost to be provided equally by His Highness' Government and the Company. |
| | |

it being understood that His Highness' Government acquires no right of property within the Company's premises, except that, in case of the termination of the Agreement, His Highness' Government shall be at liberty to remove all materials of Permanent-way, etc., supplied by it, and shall receive for structures put up at its cost so much as they may be worth at the time to the Company.

(c) The Company shall give, without any charge, the free use of all the existing station buildings and offices, staff quarters, station machinery and furniture at Viramgam and Mehsana Junction stations.

6. The whole of the engines, carriages, wagons, sheets and other appliances for the equipment of trains and vehicles shall be provided by the Company.

7. (a) [As regards all charges (except such charges as are separately provided for in clause 7 (b) of this Agreement) on account of maintenance of way and works, including the repairs of bridges, stations and station buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said line in other Departments, the said Company shall charge to the said State the same percentage of the gross earnings as may be incurred in these Departments for the half year in question on the Broad and Metre Gauge lines of the B. B. & C. I. Railway system and these charges shall be held to include supervision and the use of rolling stock.

(b) The said State shall be liable to provide funds for making good all damage to the said Mehsana Railways and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance

with the customary practice on Indian Railways the cost of making good such damage would be made a charge against Capital.—*Substituted with effect from 27th March 1908, vide clause 2 of the Agreements dated 16th February 1909, 16th May 1910 and 17th May 1910 respectively between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.*]

7. [As regards all charges on account of maintenance of way and works, including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department, and as regards the expenses incurred in working the line in other Departments, the Company shall charge to His Highness' Government the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the Rajputana-Malwa Railway and these charges shall be held to include supervision and use of rolling stock*.]

8. From the amounts thus apportioned, chargeable as working expenses, the Company shall defray all the working charges and pay the salaries of the staff (including junction staff) and provide stationery, tickets, coal, oil, grease, current consumable stores, and all other necessary materials for the proper and efficient working of the Mehsana Railway.

9. [Subject to the provisions of clause 7 (b) hereof†] the cost of all additional works or such improvements to existing works as may be necessary for the proper working of the line or to meet the growth of traffic, which are properly chargeable to construction account, shall be dealt with as follows:—

(a) All works costing over Rs. 2,000 shall be charged to the Capital account of the Mehsana Railway and shall be debited direct to His Highness' Government.

(b) In the case of works costing Rs. 2,000 or less, a charge to Revenue will be admitted upto the same percentage of gross receipts as obtains for similar expenditure during the same half-year on the Rajputana-Malwa Railway: beyond this limit expenditure on works costing Rs. 2,000 or less shall be charged to the Capital account of the Mehsana Railway and shall be debited direct to His Highness' Government.

10. (a) [During the continuance‡] [for three years—the period§] of this Agreement His Highness' Government shall provide and maintain, for the purposes of the Mehsana-Kheralu and Mehsana-Patan sections of the Mehsana Railway, such a force of Police as His Highness' Government may, in consultation with the Company, deem necessary for the protection of the line and of property in the trains and at each station thereof. The cost of this force shall be defrayed by His Highness' Government.

10. (b) For the Mehsana-Viramgam Section, which forms a section of a through Railway, the Company shall provide and maintain the necessary Government Railway Police Force.

11. The Company shall be responsible for the collection of all the revenues appertaining to the Mehsana Railway, including such rents as may be charged, under the Company's rules, to any of their servants or the servants of His Highness' Government occupying dwelling houses, the property of His Highness' Government, and shall pay the same into the treasury in the same manner as their own earnings.

12. The Company shall furnish His Highness' Government, through the Agent to the Governor-General at Baroda and the Consulting Engineer for

* Superseded with effect from 27th March 1908, vide clause 2 of the Agreements dated 16th February 1909, 16th May 1910 and 17th May 1910 respectively between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.

† Inserted with effect from 27th March 1908, vide clause 3 of the Agreements dated 16th February 1909, 16th May 1910 and 17th May 1910 respectively, between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.

‡ Substituted with effect from 27th March 1908, vide clause 4 of the Agreements dated 16th February 1909, 16th May 1910 and 17th May 1910 respectively, between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.

§ Superseded with effect from 27th March 1908, vide clause 4 of the Agreements dated 16th February 1909, 16th May 1910 and 17th May 1910 respectively between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.

Railways to the Government of Bombay, with a weekly return of the approximate earnings of the Mehsana Railway and, at the close of each half-year, with a full account both of receipts and expenditure, under detailed heads to be settled between the Consulting Engineer and the Company.

13. (a) Advances shall be made by the Government Treasury to meet the cost of working the Mehsana Railway and debited to the Revenue Advance Account of the line.

(b) The Agent of the Company shall show separately in his monthly requisition for cash, how much he will require for the Mehsana Railway.

14. The account as between the Bombay Government and His Highness' Government shall be finally adjusted at the close of each half-year, as soon as possible after the revenue account is rendered, and the balance in favour of or against His Highness' Government shall then be paid over to it or by it, as the case may be.

15. (a) The fares to be charged for coaching traffic and the rates to be charged for goods traffic shall be fixed from time to time by the Agent of the Company, in communication with and subject to the approval of His Highness' Government.

(b) In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic and the classification of goods of the Mehsana Railway shall, as far as may be, conform to those generally in force on the Rajputana-Malwa Railway.

(c) In the equipment of passenger trains, there shall always be ordinarily attached one composite first and second class carriage. The number will be increased according to requirement.

16. Through rates shall ordinarily be the sum of the local rates to the junction, but special agreement may be come to in regard to through traffic.

17. The same terminal shall be charged on different description of traffic on the Mehsana Railway as on the Rajputana-Malwa Railway.

18. All money transaction under this agreement as between the Bombay Government, His Highness' Government and the Company shall be in British Government rupees, and the Company are to accept the British currency only in payment of fares and rates.

* 19. [This agreement and the working agreement may be determined by either party giving to the other 12 calendar months' notice in writing in that behalf (terminating at any time) and upon the expiration of such notice this agreement and the said working agreement shall cease and determine.]

† [19. *The arrangements herein laid down shall be in force for three years from the 1st July 1891; but may, either on the expiry of the three years or at any time thereafter, be terminated on one year's notice from either party to the Agreement.*]

20. Any question of dispute which may arise in carrying out these arrangements shall be settled by arbitration in the manner to be arranged between the Government of Bombay, His Highness' Government and the Company.

21. The Indian Railways Act and the Standing Regulations of the Company as applicable to the Rajputana-Malwa line, as approved by the Governor General in Council under the Indian Railways Act, which have been accepted by His Highness' Government, shall apply to the Mehsana Railway. The above Act and Standing Regulations shall, within Railway limits on the Mehsana Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried. All such offences

* Added with effect from 27th March 1909, *vide* clause 7 of the Agreements dated 16th May 1910 and 17th May 1910 respectively between B. B. & C. I. Railway Company and the Government of His Highness the Gaekwar of Baroda.

† Cancelled with effect from 27th March 1908, *vide* clause 5 of the Agreements dated 16th February 1909, 16th May 1910 and 17th May 1910 between B. B. & C. I. Railway Company and the Government of His Highness the Gaekwar of Baroda.

occurring on the Mehsana-Kheralu and Mehsana-Patan Sections shall be tried by duly constituted Magistrates appointed by His Highness' Government, provided that all servants of the Company employed on the Mehsana-Kheralu and Mehsana-Patan Sections of the Mehsana Railway, who are British subjects shall have the right of making representation to the Agent to the Governor General at Baroda, whose advice will be duly attended to.

22. The foregoing clauses are subject to confirmation by the Board of Directors of the Company.

I. O'CALLAGHAN,
Acting Agent, B. B. & C. I. Railway.

17th June 1893.

Indian
Stamp
8 annas.

AN AGREEMENT made and entered into this sixteenth day of February 1909 BETWEEN THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY a joint stock Company incorporated by special Act of Parliament (now repealed) intituled "The Bombay Baroda and Central India Railway Act, 1859" and the incorporation whereof is continued by special Act of Parliament intituled "The Bombay Baroda and Central India Railway Act, 1906" and having its head office in India situate in the Queen's Road in the City of Bombay (hereinafter called "the said Company" in which expression are included where the context so admits its successors and assigns) of the one part and THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR OF BARODA Ruler of the State of Baroda (hereinafter referred to as "the said State" in which expression are included where the context so admits the Government of His Highness the Gaekwar of Baroda and his successors Rulers for the time being of the said State) of the other part WHEREAS the said Company have for some years past worked and maintained on behalf of the said State upon the terms and conditions of a certain Working Agreement made between the said parties hereto dated the 17th day of June 1893 the three metre-gauge lines of Railway from Mehsana to Kheralu, from Mehsana to Viramgam and from Mehsana to Patan all of which said three lines of Railway (hereinafter referred to as "the said Mehsana Railways") are the property of the said State and are mostly situate within the territories of the said State AND WHEREAS the said Company gave notice to the said State of their intention to terminate and discontinue the working and maintaining of the said Mehsana Railways as from and after the 26th day of March 1908 AND WHEREAS the said State have requested the said Company to continue the working and maintaining of the said Mehsana Railways which the said Company have consented to do for a further period of one year to be computed from the 27th day of March 1908 upon the terms and conditions contained in the said Working Agreement dated the 17th day of June 1893 (hereinafter referred to as "the said Working Agreement") but subject to such modifications and alterations in the same as are hereinafter mentioned NOW IT IS HEREBY AGREED by and between the said parties hereto as follows :—

1. The said Company shall on behalf of the said State work and maintain the said Mehsana Railways from the 27th day of March 1908 to the 26th day of March 1909 (both days inclusive) upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same as are hereinafter mentioned.

2. In lieu of Clause 7 contained in the said Working Agreement the following clause shall be substituted, namely :—

" 7 (a) As regards all charges (except such charges as are separately provided for in clause 7 (b) of this Agreement) on account of maintenance of way and works including the repairs of bridges stations and buildings conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said lines in other Departments the said Company shall charge to the said State the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the *Broad and Metre-gauge lines of the Bombay, Baroda and Central India Railway System* and these charges shall be held to include supervision and the use of rolling stock.

" (b) The said State shall be liable to provide funds for making good all damage to the Mehsana Railways and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damages would be made a charge against Capital."

3. Before the words :—"The cost of all additional works or such improvements" at the commencement of clause 9 of the said Working Agreement shall be inserted the words :—"Subject to the provisions of clause 7 (b) hereof."

4. In lieu of the words :—"For three years—the period" at the commencement of clause 10 (a) of the said Working Agreement shall be inserted the words :—"During the continuance."

5. Clause 19 of the said Working Agreement shall be cancelled.

6. The said Working Agreement shall for the purposes of clause 1 hereof be read and construed as if all the modifications and alterations contained in clauses 2 to 5 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such alterations and modifications as aforesaid the terms and conditions contained in the said Working Agreement shall be of full force and binding upon the said parties hereto.

IN WITNESS whereof Archibald Douglas Graham Shelley, Major, R. E. (retired), the Agent of and on behalf of the said Company, and Manubhai Nandshanker Mehta, Acting Diwan, on behalf of the said State have hereunto set their respective hands the day and year first above written.

Signed by the said Archibald Douglas Graham Shelley, the Agent of the Bombay, Baroda and Central India Railway, in the presence of

GEORGE RADCLIFFE,
Acting Secretary to Agent,
B. B. & C. I. Railway, Bombay.

A. D. G. SHELLEY.

Signed by Manubhai Nandshanker Mehta, Ag. Diwan, in the presence of

LAXMILAL DOWLATRAI,
Manager, Huzur English Office.

VITHAL DADAJI SATGHARE,
Asst. Manager, Huzur English Office.

MANUBHAI NANDSHANKER MEHTA.

AN AGREEMENT made and entered into this sixteenth day of May 1910 BETWEEN THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY a joint stock company incorporated by special Act of Parliament (now repealed) intituled "The Bombay Baroda and Central India Railway Act, 1859," and the incorporation whereof is continued by special Act of Parliament intituled "The Bombay Baroda and Central India Railway Act, 1906," and having its head office in India situate in the Queen's Road in the City of Bombay (hereinafter called "the said Company" in which expression are included where the context so admits its successors and assigns) of the one part and THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR OF BARODA Ruler of the State of Baroda (hereinafter referred to as "the said State" in which expression are included where the context so admits the Government of His Highness the Gaekwar of Baroda and his successors Rulers for the time being of the said State) of the other part WHEREAS the said Company have for some years past worked and maintained on behalf of the said State upon the terms and conditions of a certain Working Agreement made between the said parties hereto dated the 17th day of June 1893 the three metre-gauge lines of Railway from *Mehsana to Kheralu*, from *Mehsana to Viramgam* and from *Mehsana to Patan* all of which said three lines of Railway (hereinafter referred to as "the said Mehsana Railways") are the property of the said State and are mostly situate within the territories of the said State AND WHEREAS the said Company gave notice to the said State of their intention to terminate and discontinue the working and maintaining of the said Mehsana Railways as from and after the 26th day of March 1908 AND WHEREAS the said State requested the said Company to continue the working and maintaining of the said Mehsana Railways which the said Company consented to do for a further period of one year commencing from the 27th day of March 1908 and ending on the 26th day of March 1909 upon the terms and conditions contained in the said Working Agreement dated the 17th day of June 1893 (hereinafter referred to as "the said Working Agreement") but subject to the modifications and alterations in the same contained in a Supplemental Agreement made between the said parties hereto dated the 16th day of February 1909 AND WHEREAS the said State have requested the said Company to continue the working and maintaining of the said Mehsana Railways as from the 27th day of March 1909 upon the terms and conditions contained in the said Working Agreement which the said Company have consented to do subject to such modifications and alterations being made in the same as are hereinafter mentioned. NOW IT IS HEREBY AGREED by and between the said parties hereto as follows:—

1. The said Company shall on behalf of the said State continue to work and maintain the said Mehsana Railways from the 27th day of March 1909 upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same and the power of determination thereof as are hereinafter mentioned.

2. In lieu of clause 7 contained in the said Working Agreement the following clause shall be substituted, namely:—

"7 (a) As regards all charges (except such charges as are separately provided for in clause 7 (b) of this Agreement) on account of maintenance of way and works including the repairs of bridges stations and buildings conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working

the said lines in other Departments the said Company shall charge to the said State the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the *Broad and Metre-gauge lines of the Bombay Baroda and Central India Railway System* and these charges shall be held to include supervision and the use of rolling stock.

"(b) The said State shall be liable to provide funds for making good all damage to the said Mehsana Railways and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damages would be made a charge against Capital."

3. Before the words:—"The cost of all additional works or such improvements" at the commencement of clause 9 of the said Working Agreement shall be inserted the words:—"Subject to the provisions of clause 7 (b) hereof."

4. In lieu of the words:—"For three years—the period" at the commencement of clause 10 (a) of the said Working Agreement shall be inserted the words:—"During the continuance."

5. Clause 19 of the said Working Agreement shall be cancelled.

6. The said Working Agreement shall for the purposes of clause 1 hereof be read and construed as if all the modifications and alterations contained in clauses 2 to 5 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such alterations and modifications as aforesaid the terms and conditions contained in the said Working Agreement shall be of full force and binding upon the said parties hereto.

7. This Agreement and the said Working Agreement may be determined by either party giving to the other 12 calendar months' notice in writing in that behalf (terminating at any time) and upon the expiration of such notice this Agreement and the said Working Agreement shall cease and determine.

IN WITNESS whereof Archibald Douglas Graham Shelley, Major, R. E. (retired), the Agent of and on behalf of the said Company, and Charles Norman Seddon, Officiating Dewan, on behalf of the said State, have hereunto set their respective hands the day and year first above written.

Signed by the said Archibald Douglas
Graham Shelley, the Agent of the Bombay,
Baroda and Central India Railway Company,
in the presence of

A. D. G. SHELLEY.

A. C. OWEN,
Secretary to Agent,
B. B. & C. I. Railway Company, Bombay.

Signed by the said Charles Norman
Seddon, Officiating Dewan, in the presence
of

C. N. SEDDON.

LAXMILAL DOWLATRAI,
Manager, Huzur English Office.
V. D. SATGHARE,
Asst. Manager, Huzur English Office.

AN AGREEMENT made and entered into this seventeenth day of May 1910 between THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY a joint stock company incorporated by special Act of Parliament (now repealed) intituled "The Bombay, Baroda and Central India Railway Act, 1859" and the incorporation whereof is continued by special Act of Parliament, intituled the "Bombay, Baroda and Central India Railway Act, 1906" and having its head office in India situate in the Queen's Road in the City of Bombay (hereinafter called "the said Company" in which expression are included where the context so admits its successors and assigns) of the one part and THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR OF BARODA Ruler of the State of Baroda (hereinafter referred to as "the said State" in which expression are included where the context so admits the Government of His Highness the Gaekwar of Baroda and his successors, Rulers for the time being of the said State) of the other part WHEREAS the said Company have for some years past worked and maintained on behalf of the said State upon the terms and conditions of a certain Working Agreement made between the said parties hereto dated the 17th day of June 1893 (hereinafter referred to as "the said Working Agreement") the three metre-gauge lines of Railway from Mehsana to Kheralu, from Mehsana to Viramgam and from Mehsana to Patan all of which said three lines of Railway are the property of the said State and are mostly situate within the territories of the said State AND WHEREAS the said State have through the agency of the said Company recently constructed a metre-gauge line of

Railway of approximately 7.73 English miles in length from Kheralu to Varetha situate within the territories of the said State (hereinafter referred to as "the said line of Railway") and which said line of Railway will shortly be opened for the public carriage of passengers and goods AND WHEREAS the said State have requested the said Company to work and maintain the said line of Railway so soon as the same is opened for the public carriage of passengers and goods which the said Company have consented to do upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations being made in the same as are hereinafter mentioned NOW IT IS HEREBY AGREED by and between the said parties hereto as follows:—

1. The said Company shall on behalf of the said State work and maintain the said line of Railway from the time when the same shall be opened for the public carriage of passengers and goods upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same, and the power of determination thereof, as are hereinafter mentioned.

2. In lieu of clause 7 contained in the said Working Agreement the following clause shall be substituted, namely:—

"7 (a) As regards all charges (except such charges as are separately provided for in clause 7 (b) of this Agreement) on account of maintenance of way and works including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said lines in other Departments the said Company shall charge to the said State the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the Broad and Metre-gauge lines of the Bombay, Baroda and Central India Railway System and these charges shall be held to include supervision and the use of rolling stock."

"(b) The said State shall be liable to provide funds for making good all damage to the said Mehsana Railways and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damages would be made a charge against Capital."

3. Before the words:—"The cost of all additional works or such improvements" at the commencement of clause 9 of the said Working Agreement shall be inserted the words:—"Subject to the provisions of clause 7 (b) hereof."

4. In lieu of the words:—"For three years—the period" at the commencement of clause 10 (a) of the said Working Agreement shall be inserted the words:—"During the continuance."

5. Clause 19 of the said Working Agreement shall be cancelled.

6. The said Working Agreement shall for the purposes of clause 1 hereof be read and construed as if all the modifications and alterations contained in clauses 2 to 5 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such alterations and modifications as aforesaid the terms and conditions contained in the said Working Agreement shall be of full force and binding upon the said parties hereto.

7. This Agreement and the said Working Agreement may be determined by either party giving to the other 12 calendar months' notice in writing in that behalf (terminating at any time) and upon the expiration of such notice this Agreement and the said Working Agreement shall cease and determine.

IN WITNESS whereof Archibald Douglas Graham Shelley, Major, R. E. (retired), the Agent of and on behalf of the said Company, and Charles Norman Seddon, Officiating Diwan on behalf of the said State, have hereunto set their respective hands the day and year first above written.

Signed by the said Archibald Douglas
Graham Shelley, the Agent of the Bombay,
Baroda and Cental India Railway Company,
in the presence of

A. C. OWEN,

Secretary to Agent,

B. E. & C. I. Railway Company.

Signed by Charles Norman Seddon,
Officiating Diwan in the presence of

LAXMILAL DOWLATRAI,

Manager, Huzur English Office.

T. D. SATGHARE,

Asst, Manager, Huzur English Office.

A. D. G. SHELLEY.

C. N. SEDDON.

HIS HIGHNESS THE GAEKWAR'S MEHSANA RAILWAY.

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HEADS OF AGREEMENT BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR, hereinafter called His Highness' Government, and the BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY, hereinafter styled the Company, for the working of His Highness the Gaekwar's Manand Road-Chanasma-Harij and Chanasma-Bechraji Branch Railways* (hereinafter called "the said two lines of Railway").

1. The said Company shall have the entire control of the train and traffic arrangements of the said two lines of Railway during the continuance of this Agreement.

2. All communications between His Highness' Government and the Company under this Agreement shall pass through the Resident at Baroda.

3. The Company shall be subject in all respects, with reference to the said two lines of Railway, to the same control by the Railway Board as they are with regard to their own line.

4. The said two lines of Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level crossings, signals, signal lamps, cash safes, engine and repairing sheds, provision for water-supply and all other necessary appliances for working the said two lines of Railway shall be provided by, or at the cost of, His Highness' Government and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by, or at the cost of, His Highness' Government.

5. The whole of the engines, carriages, wagons, sheets and other appliances for the equipment of trains and vehicles shall be provided by the Company.

6. (a) As regards all charges (except such charges as are separately provided for in clause 7 (b) of this Agreement) on account of maintenance of way and works including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said two lines of Railway in other Departments the said Company shall charge to the said State the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the Broad and Metre-gauge lines of the Bombay Baroda and Central India Railway System and these charges shall be held to include supervision and the use of rolling stock.

(b) The said State shall be liable to provide funds for making good all damage to the said two lines of Railway and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damages would be made a charge against Capital.

7. From the amounts thus apportioned chargeable as working expenses, the Company shall defray all the working charges and pay the salaries of the staff and provide stationery, tickets, coal, oil, grease, current consumable stores and all other necessary materials for the proper and efficient working of the said two lines of Railway.

8. Subject to the provisions of clause 7 (b) hereof the cost of all additional works or such improvements to existing works as may be necessary for the proper working of the said two lines of Railway or to meet the growth of traffic which are properly chargeable to construction account shall be dealt with as follows :—

(a) All works costing over Rs. 2,000 shall be charged to the Capital Account of the said two lines of Railway and shall be debited direct to His Highness' Government.

*These two lines of Railway were originally worked by the B. B. & C. I. Railway Company under an Agreement dated the 15th December 1909 between His Highness the Gaekwar of Baroda and the B. B. & C. I. Railway Company which expired on the 22nd October 1910 and have been worked with effect from 23rd October 1910 upon the terms and conditions contained in what is called the Mehsana Working Agreement of June 1893 as modified and altered under an Agreement dated 3rd December 1910 between the same parties.

(b) In the case of works costing Rs. 2,000 or less, a charge to Revenue will be admitted up to the same percentage of gross receipts as obtain for similar expenditure during the same half-year on the Rajputana-Malwa Railway ; beyond this limit expenditure on works costing Rs. 2,000 or less shall be charged to the Capital Account of the said two lines of Railway and shall be debited direct to His Highness' Government.

9. During the continuance of this Agreement His Highness' Government shall provide and maintain for the purposes of the said two lines of Railway such a force of Police as His Highness' Government may, in consultation with the Company, deem necessary for the protection of the line and of property in the trains and at each station thereof. The cost of this force shall be defrayed by His Highness' Government.

10. The Company shall be responsible for the collection of all the revenue appertaining to the said two lines of Railway, including such rents as may be charged under the Company's rules to any of the servants of His Highness' Government occupying dwelling houses, the property of His Highness' Government, and shall pay the same into the Treasury in the same manner as their own earnings.

11. The Company shall furnish His Highness' Government through the Resident at Baroda with a weekly return of the approximate earnings of the said two lines of Railway, and at the close of each half-year with a full account both of receipts and expenditure under detailed heads to be settled between the Consulting Engineer and the Company.

12. (a) Advances shall be made by the Government Treasury to meet the cost of working the said two lines of Railway and debited to the Revenue Advance Account of the said two lines of Railway.

(b) The Agent of the Company shall show separately in his monthly requisition for cash how much he will require for the said two lines of Railway.

13. The account as between the Bombay Government and His Highness' Government shall be finally adjusted at the close of each half-year, as soon as possible after the Revenue Account is rendered, and the balance in favour of or against His Highness' Government shall then be paid over to it or by it as the case may be.

14. (a) The fares to be charged for coaching traffic and the rates to be charged for goods traffic shall be fixed from time to time by the Agent of the Company in communication with, and subject to the approval of, His Highness' Government.

(b) In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic and classification of goods on the said two lines of Railway shall, as far as may be, conform to those generally in force on the Rajputana-Malwa Railway.

(c) In the equipment of passenger trains there shall always be ordinarily attached one composite first and second class carriage. The number will be increased according to requirements.

15. Through rates shall ordinarily be the sum of the local fares to the junction, but special agreement may be come to in regard to through traffic.

16. The same terminal shall be charged on different descriptions of traffic on the said two lines of Railway as on the Rajputana-Malwa Railway.

17. All money transactions under this Agreement, as between the Bombay Government, His Highness' Government and the Company, shall be in British Government rupees, and the Company are to accept the British currency only in payment of fares and rates.

18. Any question of dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Railway Board, His Highness' Government and the Company.

19. The Indian Railways Act and the Standing Regulations of the Company as applicable to the Rajputana-Malwa line as approved by the Governor General in Council under the Indian Railways Act, which have been accepted by His Highness' Government, shall apply to the said two lines of Railway. The above Act and Standing Regulations shall, within railway limits on the said two lines of Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried. All such offences occurring on the said two lines of Railway shall be tried by duly constituted Magistrates appointed by His Highness' Government: provided that all servants of the Company employed on the said two lines of Railway, who are British subjects, shall have the right of making representation to the Resident at Baroda, whose advice will be duly attended to.

20. The foregoing clauses are subject to confirmation by the Board of Directors of the Company and the Railway Board.

AN AGREEMENT made and entered into this third day of December 1910 Between THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY a joint stock company incorporated by special Act of Parliament (now repealed) intituled "The Bombay, Baroda and Central India Railway Act, 1859" and the incorporation whereof is continued by special Act of Parliament intituled "The Bombay, Baroda and Central India Railway Act, 1906" and having its head office situate in the City of London and its principal place of business in India in the Queen's Road in the City of Bombay (hereinafter called "the said Company" in which expression are included where the context so admits its successors and assigns) of the one part and THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR OF BARODA Ruler of the State of Baroda (hereinafter called "the said State" in which expression are included where the context so admits the Government of His Highness the Gaekwar of Baroda and his successors Rulers for the time being of the said State) of the other part WHEREAS the said Company for some years previously to the 26th day of March 1908 worked and maintained on behalf of the said State upon the terms and conditions of a certain Working Agreement made between the said parties hereto dated the 17th day of June 1893 (hereinafter referred to as "the said Mehsana Working Agreement") the three Metre-gauge lines of Railway from Mehsana to Kheralu, from Mehsana to Viramgam and from Mehsana to Patan all of which said three lines of Railway are the property of the said State and are mostly situate within the territories of the said State AND WHEREAS the said Company have worked and maintained on behalf of the said State the two Metre-gauge lines of Railway from Manand Road to Chanasma and Harij and from Chanasma to Bechraji since the dates on which the same were respectively opened for the public carriage of coaching and goods traffic upon the terms and conditions contained in a certain Agreement made between the said parties hereto dated the 15th day of December 1909 which said two lines of Railway are respectively situate within the territories of the said State and are hereinafter referred to as "the said two lines of Railway" AND WHEREAS the said Agreement dated the 15th day of December 1909 expired on the 22nd day of October 1910 and it has been agreed between the said parties hereto that the said Company should continue the working and maintaining of the said two lines of Railway as from the 23rd day of October 1910 upon the terms and conditions contained in the said Mehsana Working Agreement subject to such modifications and alterations being made in the same as are hereinafter mentioned NOW IT IS HEREBY AGREED by and between the said parties hereto as follows:—

1. The said Company shall on behalf of the said State work and maintain the said two lines of Railway as from the 23rd day of October 1910 upon the terms and conditions contained in the said Mehsana Working Agreement subject to such modifications and alterations in the same and the power of determination thereof as are hereinafter mentioned.

2. In lieu of the words:—"Mehsana Railway, which includes the Mehsana-Kheralu, Mehsana-Viramgam and Mehsana-Patan Sections, hereinafter called the Mehsana Railway" in the preamble of the said Mehsana Working Agreement (printed in italic type) shall be inserted the words:—"Manand Road-Chanasma-Harij and Chanasma-Bechraji Branch Railways (hereinafter called 'the said two lines of Railway')".

3. In lieu of the words "the Mehsana Railway" in Clauses 2, 3, 4, 5 (a), 8, 9 (a) and (b), 11, 12, 13 (a) and (b), 15 (b) and 17 wherever they occur and where they occur for the first and second times in Clause 21 and the words:—"the Mehsana-Kheralu and Mehsana-Patan Sections of the Mehsana Railway" in Clauses 10 (a) and 21 and the words:—"the Mehsana-Kheralu and Mehsana-Patan Sections" in Clause 21 and the words "the line" in Clauses 5 (a), 9 and 13 (a) of the said Mehsana Working Agreement shall be inserted the words:—"the said two lines of Railway".

4. In lieu of Clause 3 contained in the said Mehsana Working Agreement the following clause shall be substituted, namely:—

"3. All communications between His Highness' Government and the Company under this Agreement shall pass through the Resident at Baroda."

5. In lieu of Clause 7 contained in the said Mehsana Working Agreement the following Clause shall be substituted, namely :—

" 7 (a) As regards all charges (except such charges as are separately provided for in Clause 7 (b) of this Agreement) on account of maintenance of way and works including the repairs of bridges stations and buildings conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said two lines of Railway in other Departments the said Company shall charge to the said State the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the Broad and Metre-gauge lines of the Bombay, Baroda and Central India Railway System and these charges shall be held to include supervision and the use of rolling stock.

" (b) The said State shall be liable to provide funds for making good all damage to the said two lines of Railway and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damages would be made a charge against Capital."

6. Before the words :—"The cost of all additional works or such improvements" at the commencement of Clause 9 of the said Mehsana Working Agreement shall be inserted the words :—"Subject to the provisions of Clause 7 (b) hereof."

7. In lieu of the words :—"For three years—the period" at the commencement of Clause 10 (a) of the said Mehsana Working Agreement shall be inserted the words :—"During the continuance".

8. Clause 1, 5 (b) and (c), 10 (b), 19 and the words " (including Junction Staff)" in Clause 8 of the said Mehsana Working Agreement shall be cancelled.

9. In lieu of the words :—"The Agent to the Governor-General at Baroda and the Consulting Engineer for Railways to the Government of Bombay" in Clause 12 of the said Mehsana Working Agreement shall be inserted the words :—"the Resident at Baroda".

10. The said Mehsana Working Agreement shall for the purposes of Clause 1 hereof be read and construed as if all the modifications and alterations contained in Clauses 2 to 9 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such alterations and modifications as aforesaid the terms and conditions contained in the said Mehsana Working Agreement shall be of full force and binding upon the said parties hereto.

11. This Agreement and the said Mehsana Working Agreement (but so far only as the last mentioned Agreement refers or relates to the said two lines of Railway) may be determined by either party giving to the other 12 calendar months' notice in writing in that behalf (terminating at any time) and upon the expiration of such notice this Agreement and the said Mehsana Working Agreement (but so far only as above mentioned) shall cease and determine.

IN WITNESS whereof Archibald Douglas Graham Shelley, Major, R.E. (retired), the Agent of and on behalf of the said Company and Charles Norman Seddon Esquire, I. C. S., Officiating Dewan on behalf of the said State have hereto set their respective hands the day and year first above written.

Signed by the said Archibald Douglas Graham Shelley, the Agent of the Bombay, Baroda and Central India Railway Company in the presence of—

A. D. G. SHELLEY.

A. C. OWEN,
Secretary to Agent.

Signed by the said Charles Norman Seddon Esquire, I. C. S., Officiating Dewan, Baroda State in the presence of—

C. N. SEDDON.

LAXMILAL DOWLATRAI,
Manager, Huzur English Office.

**Addendum to the Agreement dated 3rd December 1910 between
the B. B. & C. I. Railway Company and the Baroda Durbar
for working His Highness the Gaekwar's Manand Road-
Chanasma-Harij and Chanasma-Bechraji Railways.**

It is hereby agreed that the following shall be added as clause 9 (a) of the above Agreement :—

9. (a) (1) In lieu of the words "the Bombay Government" and "the Government of Bombay" in clauses 4 and 20 respectively of the said Mehsana Working Agreement shall be inserted the words "The Railway Board".
- (2) In lieu of the words "Agent to the Governor-General at Baroda" in clause 21 of the said Mehsana Working Agreement shall be inserted the words "Resident at Baroda".
- (3) In lieu of clause 22 contained in the said Mehsana Working Agreement, the following clause shall be substituted, namely :—

"Clause 22. The foregoing clauses are subject to confirmation by the Board of Directors of the Company and the Railway Board".

(Sd.) C. N. SEDDON,
Dewan, Baroda State.

(Sd.) A. D. G. SHELLEY,
Agent, B. B. & C. I. Railway.

Dated 4th May 1911.

HIS HIGHNESS THE GAEKWAR'S MANAND ROAD-CHANASMA-
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AN AGREEMENT made and entered into this thirtieth day of October 1915 between the Bombay, Baroda and Central India Railway Company a Joint Stock Company incorporated by Special Act of Parliament (now repealed) intituled "The Bombay, Baroda and Central India Railway Act, 1859" and the incorporation whereof is continued by Special Act of Parliament intituled "The Bombay, Baroda and Central India Railway Act, 1906" and having its Head Office situate in the City of London and its principal place of business in India in the Queen's Road in the City of Bombay (hereinafter called "the said Company" in which expression are included where the context so admits its successors and assigns) of the one part and the Government of His Highness the Maharaja Gaekwar of Baroda, Ruler of the State of Baroda (hereinafter called "the said State" in which expression are included where the context so admits the Government of His Highness the Gaekwar of Baroda and his successors Rulers for the time being of the said State) of the other part whereas the said Company have for some years past worked and maintained on behalf of the said State upon the terms and conditions of a certain Working Agreement made between the said parties hereto dated the 17th day of June 1893 the three metre-gauge lines of Railway from Mehsana to Kheralu, from Mehsana to Viramgam and from Mehsana to Patan all of which said three lines of Railway (hereinafter referred to as "the said Mehsana Railways") are the property of the said State and are mostly situate within the territories of the said State and whereas the said Company gave notice to the said State of their intention to terminate and discontinue the working and maintaining of the said Mehsana Railways as from and after the 26th day of March 1908 and whereas the said State requested the said Company to continue the working and maintaining of the said Mehsana Railways which the said Company consented to do for a further period of one year commencing from the 27th day of March 1908 and ending on the 26th day of March 1909 upon the terms and conditions contained in the said Working Agreement dated the 17th day of June 1893 (hereinafter sometimes referred to as "the said Working Agreement") but subject to the modifications and alterations in the same contained in an Agreement made between the said parties hereto, dated the 16th day of February 1909 and whereas the said State requested the said Company to continue the working and maintaining of the said Mehsana Railways as from the 27th day of March 1909 upon the terms and conditions contained in the said Working Agreement which the said Company consented to do and have since the said 27th day of March 1909 worked and maintained the said Mehsana Railways upon the terms and conditions contained in the said Working Agreement but subject to such modifications and alterations in the same as are contained in a Supplemental Agreement made between the said parties hereto, dated the 16th day of May 1910 (hereinafter sometimes referred to as "the said Supplemental Working Agreement") and whereas the said State have constructed an extension from Patan (a station on the said metre-gauge line of Railway from Mehsana to Patan) to a place named Wagrod a distance of about 15 miles and have at present under construction a further Extension from Wagrod to a place named Kakosi a distance of about 10 miles (hereinafter sometimes referred to as "the said Extensions") and whereas the said State have requested the said Company to work and maintain the said Extensions on and from the dates they are respectively opened for the carriage of public traffic upon the terms and conditions contained in the said Working Agreement as modified and altered by the said Supplemental Working Agreement which the said Company have agreed to do upon the terms and conditions hereinafter appearing Now it is hereby agreed by and between the said parties hereto as follows:—

1. The said Company shall on behalf of the said State work and maintain the said Extensions from Patan to Wagrod and from Wagrod to Kakosi from the dates they are respectively opened for the carriage of public traffic upon the terms and conditions contained in the said Working Agreement, dated the 17th day of June 1893 as modified and altered by Clauses 1 to 6 (both inclusive) of the said Supplemental Working Agreement, dated the 16th day of May 1910 subject to such modifications and alterations in and additions to the same and the power of determination thereof as are hereinafter mentioned.

2. Notwithstanding anything in Clause 7 of the said Working Agreement as modified and altered by Clause 2 of the said Supplemental Working Agreement contained the charges on account of maintenance of way and works referred to in the said Clause 7 as modified and altered as aforesaid shall not be deemed to include charges incurred in repairs or renewals which may be or become necessary owing to defective design or defective construction of the said Extensions or any portion of the same or to defective material used in the works constructed on the said Extensions or any of the same.

3. The said State shall hold the said Company harmless and indemnified from and against all losses suits damages costs charges expenses claims and demands whatsoever (including all legal costs and charges incurred by the said Company) to which the said Company may become subject or liable whether jointly with the said State or any other person or persons or alone for or in respect of any damage due or alleged to be due to any insufficiency or alleged insufficiency or the location of any bridges culverts waterways or other work constructed on the said Extensions or for or in respect of the interference or alleged interference with the natural drainage of the country by the construction of the said Extensions or for or in respect of any accidents caused or alleged to be caused by faulty design or by defective construction of ways and works or to the use of inferior materials employed in the construction of ways and works or any of them.

4. This Agreement and the said Working Agreement as modified and altered by the said Supplemental Working Agreement as aforesaid may be determined so far as concerns the said Extensions by either party giving to the other 12 calendar months' notice in writing in that behalf (terminating at any time) and upon the expiration of such notice this Agreement and the said Working Agreement as modified and altered by the said Supplemental Working Agreement as aforesaid so far as concerns the said Extensions shall cease and determine.

5. In case any dispute or question shall arise concerning the construction or meaning of Clauses 2 or 3 hereof or any payments to be made in pursuance thereof or the rights duties or obligations of either party in relation to the said Clauses or either of them such dispute or question whenever and so often as the same shall arise shall be referred to the arbitration of a Senior Government Engineer in the employ of the Government of India or the Government of Bombay to be mutually agreed upon by the said parties hereto or in the event of their failing to agree upon any such Arbitrator for the space of one calendar month after either of the said parties hereto shall have first called upon the other party to make such appointment such dispute or question as aforesaid shall be referred to the arbitration of such Senior Government Engineer in the employ of the Government of India or the Government of Bombay as may be appointed by the Chief Secretary to the Government of Bombay in the Political Department.

In witness whereof Reginald Woollcombe the Agent of and on behalf of the said Company and V. P. Madhav Rao on behalf of the said State have hereunto set their respective hands the day and year first above written.

Signed by the said Reginald Woollcombe }
the Agent of the Bombay, Baroda & Central }
India Railway Company in the presence of }

R. WOOLLCOMBE.

AUSTIN FIDO,
Chief Clerk, Agent's Office,
B. B. & C. I. Railway.

Signed by the said V. P. Madhav Rao, }
Dewan, in the presence of }

V. P. MADHAV RAO.

V. D. SATGHARE.
Manager, Huzur English Office.

PATAN-WAGROD-KAKOSI EXTENSION OF THE MEHSANA PATAN RAILWAY.

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HIS HIGHNESS THE GAEKWAR'S VIJAPUR- KALOL-KADI RAILWAY.

HEADS OF AGREEMENT BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR, hereinafter called His Highness' Government, and THE BOMBAY, BARODA & CENTRAL INDIAN RAILWAY COMPANY, hereinafter styled the Company, for the working of His Highness the Gaekwar's Vijapur-Kalol-Kadi Railway, which includes the Kalol-Vijapur and Kalol-Kadi Sections, hereinafter called the Vijapur-Kalol-Kadi Railway.

Under the conditions hereinafter recited, the Company agree to work, on behalf of His Highness' Government, the Vijapur-Kalol-Kadi Railway and such extensions as it may be agreed upon between His Highness' Government and the Company to include in this arrangement, with effect from the dates of opening of the first and second Sections.

† 1 (a) [The said Company shall on behalf of the said State work and maintain the said Vijapur-Kalol-Kadi Railway from the 1st day of July 1908 to the 30th day of June 1909 (both days inclusive) upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same as are hereinafter mentioned. *Added vide clause 1 of the Agreement dated 3rd March 1909 between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.*]*

† 1 (b) [The said Company shall on behalf of the said State continue to work and maintain the said Vijapur-Kalol-Kadi Railway from the 1st day of July 1909 upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same and the power of determination thereof as are hereinafter mentioned. *Added vide clause 1 of the Agreement dated 16th May 1910 between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.*]

† 1 (c) [The said working Agreement shall for the purposes of clause 1 hereof be read and construed as if the modifications and alterations contained in clauses 2 to 4 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such modifications and alterations as aforesaid the terms conditions contained in the said Working Agreement shall be of full force and binding upon the said parties hereto. *Added vide clause 5 of the Agreement dated 16th May 1910 between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.*]

2. The said Company shall have the entire control of the train and traffic arrangements of the Vijapur-Kalol-Kadi Railway during the continuance of this Agreement.

3. All communications between His Highness' Government and the Company under this Agreement shall pass through the Resident at Baroda and the Consulting Engineer for Railways to the Government of Bombay, who shall, for the purposes of this Agreement, undertake the same general duties with respect to the Vijapur-Kalol-Kadi Railway as are entrusted to him with respect to the Railways under the control of the Bombay Government, and take the orders of the Government when necessary.

* The Company had given notice of their intention to terminate and discontinue the working and maintaining of the Vijapur-Kalol-Kadi Railway from 30th June 1908 (*vide* Preamble of the Agreement between the Company and His Highness the Gaekwar dated 3rd March 1909).

Note.—Vijapur-Kalol-Kadi Railway is to be treated as a subsidiary line under clauses 1 and 46 of the Principal Contract dated 8th April 1907 between the Secretary of State and the B. B. & C. I. Railway Company.

† This number is provisional.

4. The Company shall be subject in all respects, with reference to the Vijapur-Kalol-Kadi Railway, to the same control by the Bombay Government as they are with regard to their own line.

5 (a). The Vijapur-Kalol-Kadi Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals, signal lamps, cash safes, engine and repairing sheds, provision for water-supply and all other necessary appliances for working the line, shall be provided by or at the cost of His Highness' Government, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by or at the cost of His Highness' Government; funds for the cost of all works payable by His Highness' Government being deposited in advance on the application of the Company.

(b). All additions and alterations of works within the Company's premises as may be necessary at Kalol Junction, in consequence of the connexion of the Vijapur-Kalol-Kadi Railway with the Rajputana-Malwa Railway, shall be carried out by the Company as follows:—

- | | |
|---|--|
| i. New works for the sole use of the Vijapur-Kalol-Kadi Railway, including the Metre-gauge lines. | } At the cost of His Highness' Government. |
| Alterations of the Company's existing lines. | |
| ii. Additional sidings for the Rajputana-Malwa Railway at Kalol, as also the alterations and additions to the <i>existing</i> station buildings and quarters. | } At the cost of the Company. |
| iii. Other works for the joint use at the Junction station. | |
| | } Capital cost to be provided equally by His Highness' Government and the Company. |

it being understood that His Highness' Government acquires no right of property within the Company's premises, except that, in case of the termination of the Agreement, His Highness' Government shall be at liberty to remove all materials of Permanent-way, etc., supplied by it, and shall receive for structures put up at its cost so much as they may be worth at the time to the Company.

(c). The Company shall give, without any charge, the free use of all the existing station buildings and offices, staff quarters, station machinery and furniture at Kalol Junction station.

6. The whole of the engines, carriages, wagons, sheets and other appliances for the equipment of trains and vehicles shall be provided by the Company.

[7 (a). As regards all charges (except such charges as are separately provided for in clause 7(b) of this Agreement) on account of maintenance of way and works, including the repairs of bridges, stations and station buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said line in other Departments, the said Company shall charge to the said State the same percentage of the Gross Earnings as may be incurred in these Departments for the half year in question on the Broad and Metre Gauge lines of the B. B. & C. I. Railway System and those charges shall be held to include supervision and the use of rolling stock.

(b). The said State shall be liable to provide funds for making good all damage to the said Vijapur-Kalol-Kadi Railway and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good

such damage would be made a charge against Capital.—*Substituted vide clause 2 of the Agreements dated 3rd March 1909 and 16th May 1910 respectively between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.*]

[7. As regards all charges on account of maintenance of way and works, including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department, and as regards the expenses incurred in working the line in other Departments, the Company shall charge to His Highness' Government the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the Broad and Metre-gauge lines of the B. B. & C. I. Railway System, and these charges shall be held to include supervision and use of rolling stock.*]

8. From the amounts thus apportioned, chargeable as working expenses, the Company shall defray all the working charges and pay the salaries of the Staff (including Junction Staff) and provide stationery, tickets, coal, oil, grease, current consumable stores, and all other necessary materials for the proper and efficient working of the Vijapur-Kalol-Kadi Railway.

9. [Subject to the provisions of clause 7 (b) hereof.†] The cost of all additional works or such improvements to existing works as may be necessary for the proper working of the line or to meet the growth of traffic, which are properly chargeable to construction account, shall be dealt with as follows :—

(a). All works costing over Rs. 2,000 shall be charged to the Capital account of the Vijapur-Kalol-Kadi Railway and shall be debited direct to His Highness' Government.

(b). In the case of works costing Rs. 2,000 or less, a charge to Revenue will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same half year on the Rajputna-Malwa Railway : beyond this limit expenditure on works costing Rs. 2,000 or less shall be charged to the Capital account of the Vijapur-Kalol-Kadi Railway and shall be debited direct to His Highness' Government.

10. His Highness' Government shall provide and maintain, for the purposes of the Kalol-Vijapur and Kalol-Kadi Sections of the Vijapur-Kalol-Kadi Railway, such a force of Police as His Highness' Government may, in consultation with the Company, deem necessary for the protection of the line and of property in the trains and at each station thereof. The cost of this force shall be defrayed by His Highness' Government.

11. The Company shall be responsible for the collection of all the revenues appertaining to the Vijapur-Kalol-Kadi Railway, including such rents as may be charged, under the Company's rules, to any of their servants or the servants of His Highness' Government occupying dwelling houses, the property of His Highness' Government, and shall pay the same into the treasury in the same manner as their own earnings.

12. The Company shall furnish His Highness' Government, through the Resident at Baroda and the Consulting Engineer for Railways to the Government of Bombay, with a weekly return of the approximate earnings of the Vijapur-Kalol-Kadi Railway and, at the close of each half-year, with a full account both of receipts and expenditure, under detailed heads to be settled between the Consulting Engineer and the Company.

13. The account as between the Bombay Government and His Highness' Government shall be finally adjusted at the close of each half-year, as soon as possible after the Revenue Account is rendered, and the balance in favour of or against His Highness' Government shall then be paid over to it or by it, as the case may be.

* Superseded vide clause 2 of the Agreements dated 3rd March 1909 and 16th May 1910, respectively, between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.

† Inserted vide clause 3 of the Agreements dated 3rd March 1909 and 16th May 1910, respectively, between the B. B. & C. I. Railway Company and the Government of His Highness the Maharaja Gaekwar of Baroda.

14(a). The fares to be charged for coaching traffic and the rates to be charged for goods traffic shall be fixed from time to time by the Agent of the Company, in communication with and subject to the approval of His Highness' Government.

(b). In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic and the classification of goods of the Vijapur-Kalol-Kadi Railway shall, as far as may be, conform to those generally in force on the Rajputana-Malwa Railway.

(c). In the equipment of passenger trains, there shall always be ordinarily attached one composite first and second class carriage. The number will be increased according to requirement.

(d). Mails and Postal officers on duty will be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

15. Through rates shall ordinarily be the sum of the local rates to the junction, but special agreement may be come to in regard to through traffic.

16. The same terminal shall be charged on different descriptions of traffic on the Vijapur-Kalol-Kadi Railway, as on the Rajputana-Malwa Railway.

17. [This agreement and the working agreement may be determined by either party giving to the other 12 calendar months' notice in writing in that behalf (terminating at any time) and upon the expiration of such notice this agreement and the said working agreement shall cease and determine.*]

† [17. The arrangements herein laid down shall be in force for three years from the date of opening of the first and second Sections; but may, at any time thereafter, be terminated on one year's notice from either party to the Agreement. But such notice shall expire only on either the 30th June or the 31st December in any year.]

18. Any question of dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, His Highness' Government, and the Company.

19. The Indian Railways Act and the Standing Regulations of the Company as applicable to the Rajputana-Malwa line, as approved by the Governor General in Council under the Indian Railways Act, which have been accepted by His Highness' Government, shall apply to the Vijapur-Kalol-Kadi Railway. The above Act and Standing Regulations shall, within Railway limits on the Vijapur-Kalol-Kadi Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried. All such offences occurring on the Kalol-Vijapur and Kalol-Kadi Sections shall be tried by duly constituted Magistrates appointed by His Highness' Government, provided that all servants of the Company employed on the Kalol-Vijapur and Kalol-Kadi Sections of the Vijapur-Kalol-Kadi Railway, who are British subjects, shall have the right of making representation to the Resident at Baroda, whose advice will be duly attended to.

20. The telegraph line along the Vijapur-Kalol-Kadi Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company shall work the line in strict accordance with the rules which have been, or which from time to time may be, authorised by the Governor General in Council for the adoption and working of licensed telegraph lines in British India.

† Substituted *vide* clause 6 of the Agreement dated 16th May 1910 between B. B. & C. I. Railway Company and the Government of His Highness the Gaekwar of Baroda.

* Cancelled *vide* clause 4 of the Agreements dated 3rd March 1909 and 16th May 1910, respectively, between B. B. & C. I. Railway Company and the Government of His Highness the Gaekwar of Baroda.

21. The foregoing clauses are subject to confirmation by the Board of Directors of the Company.

H. D. OLIVIER, Lieut.-Col., R. E.,
Agent, B. B. & C. I. Railway.

G. A. ANDERSON,
Consulting Engineer for Railways
to Government of Bombay.

R. V. DHAMNASKER,
Minister of the Baroda State.

Dated 23rd November 1903.

Indian Stamps 8 annas

AN AGREEMENT made and entered into this third day of March 1909 BETWEEN THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY a joint Stock Company incorporated by special Act of Parliament (now repealed) intituled "The Bombay Baroda and Central India Railway Act, 1859" and the incorporation whereof is continued by special Act of Parliament intituled "The Bombay Baroda and Central India Railway Act, 1906" and having its head office in India situate in the Queen's Road in the City of Bombay (hereinafter called "the said Company" in which expression are included where the context so admits its successors and assigns) of the one part and THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR OF BARODA Ruler of the State of Baroda (hereinafter referred to as "the said State" in which expression are included where the context so admits the Government of His Highness the Gaekwar of Baroda and his successors Rulers for the time being of the said State) of the other part WHEREAS the said Company have for some years past worked and maintained on behalf of the said State upon the terms and conditions of a certain Working Agreement made between the said parties hereto dated the 23rd day of November 1903 the two metre-gauge lines of Railway from Kalol to Vijapur and from Kalol to Kadi both of which said two lines of railway (hereinafter referred to as "the said Vijapur-Kalol-Kadi Railway") are the property of the said State and are situate within the territories of the said State AND WHEREAS the said Company gave notice to the said State of their intention to terminate and discontinue the working and maintaining of the said Vijapur-Kalol-Kadi Railway as from and after the 30th day of June 1908 AND WHEREAS the said State have requested the said Company to continue the working and maintaining of the said Vijapur-Kalol-Kadi Railway which the said Company have consented to do for a further period of one year to be computed from the 1st day of July 1908 upon the terms and conditions contained in the said Working Agreement dated the 23rd day of November 1903 (hereinafter referred to as "the said Working Agreement") but subject to such modifications and alterations in the same as are hereinafter mentioned NOW IT IS HEREBY AGREED by and between the said parties hereto as follows:—

1. The said Company shall on behalf of the said State work and maintain the said Vijapur-Kalol-Kadi Railway from the 1st day of July 1908 to the 30th day of June 1909 (both days inclusive) upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same as are hereinafter mentioned.

2. In lieu of Clause 7 contained in the said Working Agreement the following Clause shall be substituted, namely:—

"7 (a) As regards all charges (except such charges as are separately provided for in Clause 7 (b) of this Agreement) on account of maintenance of way and works including the repairs of bridges stations and buildings conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said line in other Departments the said Company shall charge to the said State the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the *Broad and Metre-gauge lines of the B. B. & C. I. Railway System* and these charges shall be held to include supervision and the use of rolling stock.

"(b) The said State shall be liable to provide funds for making good all damage to the said Vijapur-Kalol-Kadi Railway and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damages would be made a charge against Capital."

3. Before the words "The cost of all additional works or such improvements" at the commencement of Clause 9 of the said Working Agreement shall be inserted the words "Subject to the provisions of Clause 7 (b) hereof."

4. Clause 17 of the said Working Agreement shall be cancelled.

5. The said Working Agreement shall for the purposes of Clause I hereof be read and construed as if all the modifications and alterations contained in Clauses 2 to 4 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such modifications and alterations as aforesaid the terms and conditions contained in the said Working Agreement shall be of full force and binding upon the said parties hereto.

IN WITNESS whereof Archibald Douglas Graham Shelley, Major, R. L. (retired), the Agent of and on behalf of the said Company and Manubhai Nandshanker Mehta, Acting Diwan, on behalf of the said State have hereunto set their respective hands the day and year first above written.

Signed by the said Archibald Douglas Graham Shelley, the Agent of the Bombay, Baroda and Central India Railway Company, in the presence of

GEORGE H. B. RADCLIFFE,
Ag. Secretary to Agent,
B. B. & C. I. Railway.

DAMODAR RAOJI,
Ag. Asstt. Secretary to Agent,
B. B. & C. I. Railway.

Signed by Manubhai Nandshanker Mehta, Ag. Diwan, in the presence of

LAXMILAL DOWLATRAI,
Manager, Huzur English Office.

VITHAL DADAJI SATGHARE,
Asstt. Manager, Huzur English Office.

A. D. G. SHELLEY.

MANUBHAI NANDSHANKER
MEHTA.

AN AGREEMENT made and entered into this sixteenth day of May 1910 BETWEEN THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY a joint stock company incorporated by special Act of Parliament (now repealed) intituled "The Bombay Baroda and Central India Railway Act, 1859," and the incorporation whereof is continued by special Act of Parliament intituled "The Bombay Baroda and Central India Railway Act, 1906," and having its head office in India situate in the Queen's Road in the City of Bombay (hereinafter called "the said Company" in which expression are included where the context so admits its successors and assigns) of the one part and THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR OF BARODA Ruler of the State of Baroda (hereinafter referred to as "the said State" in which expression are included where the context so admits the Government of His Highness the Gaekwar of Baroda and his successors Rulers for the time being of the said State) of the other part WHEREAS the said Company have for some years past worked and maintained on behalf of the said State upon the terms and conditions of a certain Working Agreement made between the said parties hereto dated the 23rd day of November 1903 the two metre-gauge lines of Railway from Kalol to Vijapur and from Kalol to Kadi both of which said two lines of Railway (hereinafter referred to as "the said Vijapur-Kalol-Kadi-Railway") are the property of the said State and are situate within the territories of the said State AND WHEREAS the said Company gave notice to the said State of their intention to terminate and discontinue the working and maintaining of the said Vijapur-Kalol-Kadi Railway as from and after the 30th day of June 1908 AND WHEREAS the said State requested the said Company to continue the working and maintaining of the said Vijapur-Kalol-Kadi Railway which the said Company consented to do for a further period of one year commencing from the 1st day of July 1903 and ending on the 30th day of June 1909 upon the terms and conditions contained in the said Working Agreement dated the 23rd day of November 1903 (hereinafter referred to as "the said Working Agreement") but subject to the modifications and alterations in the same contained in a Supplemental Agreement made between the said parties hereto dated the 3rd day of March 1909 AND WHEREAS the said State have requested the said Company to continue the working and maintaining of the said Vijapur-Kalol-Kadi Railway as from the 1st day of July 1909 upon the terms and conditions contained in the said Working Agreement which the said Company have consented to do subject to such modifications and alterations being made in the same as are hereinafter mentioned. NOW IT IS HEREBY AGREED by and between the said parties hereto as follows:—

1. The said Company shall on behalf of the said State continue to work and maintain the said Vijapur-Kalol-Kadi Railway from the 1st day of July 1909 upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same and the power of determination thereof as are hereinafter mentioned.

2. In lieu of Clause 7 contained in the said Working Agreement the following Clause shall be substituted, namely:—

"7 (a) As regards all charges (except such charges as are separately provided for in "Clause 7 (b) of this Agreement) on account of maintenance of way and works "including the repairs of bridges stations and buildings conservancy of rivers and "all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said lines in other "Departments the said Company shall charge to the said State the same percentage of the gross earnings as may be incurred in these Departments for the "half-year in question on the *Broad and Metre-gauge lines of the Bombay Baroda "and Central India Railway System* and these charges shall be held to include "supervision and the use of rolling stock.

"(b) The said State shall be liable to provide funds for making good all damage to "the said Vijapur-Kalol-Kadi Railway and works which shall be due to "extraordinary casualty affecting the same of such a nature that in accordance "with the customary practice on Indian Railways the cost of making good such "damages would be made a charge against Capital."

3. Before the words "The cost of all additional works or such improvements" at the commencement of Clause 9 of the said Working Agreement shall be inserted the words "Subject to the provisions of Clause 7 (b) hereof."

4. Clause 17 of the said Working Agreement shall be cancelled.

5. The said Working Agreement shall for the purposes of Clause 1 hereof be read and construed as if all the modifications and alterations contained in Clauses 2 to 4 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such modifications and alterations as aforesaid the terms and conditions contained in the said Working Agreement shall be of full force and binding upon the said parties hereto.

6. This Agreement and the said Working Agreement may be determined by either party giving to the other 12 calendar months' notice in writing in that behalf (terminating at any time) and upon the expiration of such notice this Agreement and the said Working Agreement shall cease and determine.

IN WITNESS whereof Archibald Douglas Graham Shelley, Major, R.E. (retired), the Agent of and on behalf of the said Company, and Charles Norman Seddon, Officiating Dewan, on behalf of the said State have hereunto set their respective hands the day and year first above written.

Signed by the said Archibald Douglas Graham Shelley,
the Agent of the Bombay, Baroda and Central India
Railway Company, in the presence of

A. C. OWEN,
Secretary to Agent,
B. B. & C. I. Railway Company.

A. D. G. SHELLEY.

Signed by the said Charles Norman Seddon, Officiat-
ing Dewan, in the presence of

LAXMILAL DOWLATRAI,
Manager, Huzur English Office.

V. D. SATGHARE,
Asst. Manager, Huzur English Office.

C. N. SEDDON.

AN AGREEMENT made and entered into this seventeenth day of June 1913 BETWEEN THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY a Joint Stock Company incorporated by special Act of Parliament (now repealed) intituled "The Bombay, Baroda and Central India Railway Act, 1859" and the incorporation whereof is continued by special Act of Parliament intituled "The Bombay, Baroda and Central India Railway Act, 1906" and having its Head Office situate in the City of London and its principal place of business in India in the Queen's Road in the City of Bombay (hereinafter called "the said Company" in which expression are included where the context so admits its successors and assigns) of the one part and THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR OF BARODA, Ruler of the State of Baroda (hereinafter called "the said State" in which expression are included where the context so admits the Government of His Highness the Gaekwar of Baroda and his successors Rulers for the time being of the said State) of the other part WHEREAS the said Company have for some years past worked and maintained on behalf of the said State upon the terms and conditions of a certain Working Agreement made between the said parties hereto dated the 23rd day of November 1903 the two metre-gauge lines of Railway from Kalol to Vijapur and from Kalol to Kadi both of which said two lines of Railway (hereinafter referred to as "the said Vijapur-Kalol-Kadi Railway") are the property of the said State and are situate within the territories of the said State AND WHEREAS the said Company gave notice to the said State of their intention to terminate and discontinue the working and maintaining of the said Vijapur-Kalol-Kadi Railway as from and after the 30th day of June 1908 AND WHEREAS the said State requested the said Company to continue the working and maintaining of the said Vijapur-Kalol-Kadi Railway which the said Company consented to do for a further period of one year commencing from the 1st day of July 1908 and ending on the 30th day of June 1909 upon the terms and conditions contained in the said Working Agreement dated the 23rd day of November 1903 (hereinafter sometimes referred to as "the said Working Agreement") but subject to the modifications and alterations in the same contained in an Agreement made between the said parties hereto, dated the 3rd day of March 1909 AND WHEREAS the said State requested the said Company to continue the working and maintaining of the said Vijapur-Kalol-Kadi Railway as from the 1st day of July 1909 upon the terms and conditions contained in the said Working Agreement which the said Company consented to do and have since the said 1st day of July 1909 worked and maintained the said Vijapur-Kalol-Kadi Railway upon the terms and conditions contained in the said Working Agreement but subject to such modifications and alterations in the same as are contained in a Supplemental Agreement made between the said parties hereto, dated the 16th day of May 1910 (hereinafter sometimes referred to as "the said Supplemental Working Agreement") AND WHEREAS the said State have recently constructed an Extension from Kadi (a station on the said metre-gauge line of Railway from Kalol to Kadi) to a place named Bhoyani a distance of 4.97 miles (hereafter sometimes referred to as "the said Extension") AND WHEREAS the said State have requested the said Company to work and maintain the said Extension as from the 1st day of April 1912 upon the terms and conditions contained in the said Working Agreement as modified and altered by the said Supplemental Working Agreement which the said Company have agreed to do upon the terms and conditions hereinafter appearing NOW IT IS HEREBY AGREED by and between the said parties hereto as follows:—

1. The said Company shall on behalf of the said State work and maintain the said Extension from Kadi to Bhoyani from the first day of April 1912 upon the terms and conditions contained in the said Working Agreement, dated the 23rd day of November 1903 as modified and altered by Clauses 1 to 5 (both inclusive) of the said Supplemental Working Agreement, dated the 16th day of May 1910 subject to such modifications and alterations in and additions to the same and the power of determination thereof as are hereinafter mentioned.

2. Notwithstanding anything in Clause 7 of the said Working Agreement as modified and altered by Clause 2 of the said Supplemental Working

Agreement contained the charges on account of maintenance of way and works referred to in the said Clause 7 as modified and altered as aforesaid shall not be deemed to include charges incurred in repairs or renewals which may be or become necessary owing to defective design or defective construction of the said Extension or any portion of the same or to defective material used in the works constructed on the said Extension or any of the same.

3. The said State shall hold the said Company harmless and indemnified from and against all losses suits damages costs charges expenses claims and demands whatsoever (including all legal costs and charges incurred by the said Company) to which the said Company may become subject or liable whether jointly with the said State or any other person or persons or alone for or in respect of any damage due or alleged to be due to any insufficiency or alleged insufficiency or the location of any bridges culverts waterways or other work constructed on the said Extension or for or in respect of the interference or alleged interference with the natural drainage of the country by the construction of the said Extension or for or in respect of any accidents caused or alleged to be caused by faulty design or by defective construction of ways and works or to the use of inferior materials employed in the construction of ways and works or any of them.

4. This Agreement and the said Working Agreement as modified and altered by the said Supplemental Working Agreement as aforesaid may be determined so far as concerns the said Extension by either party giving to the other 12 calendar months' notice in writing in that behalf (terminating at any time) and upon the expiration of such notice this Agreement and the said Working Agreement as modified and altered by the said Supplemental Working Agreement as aforesaid so far as concerns the said Extension shall cease and determine.

5. In case any dispute or question shall arise concerning the construction or meaning of Clauses 2 or 3 hereof or any payments to be made in pursuance thereof or the rights duties or obligations of either party in relation to the said Clauses or either of them such dispute or question whenever and so often as the same shall arise shall be referred to the arbitration of a Senior Government Engineer in the employ of the Government of India or the Government of Bombay to be mutually agreed upon by the said parties hereto or in the event of their failing to agree upon any such Arbitrator for the space of one calendar month after either of the said parties hereto shall have first called upon the other party to make such appointment such dispute or question as aforesaid shall be referred to the arbitration of such Senior Government Engineer in the employ of the Government of India or the Government of Bombay as may be appointed by the Chief Secretary to the Government of Bombay in the Political Department.

IN WITNESS whereof Archibald Douglas Graham Shelley the Agent of and on behalf of the said Company and on behalf of the said State have hereunto set their respective hands the day and year first above written.

Signed by the said Archibald
Douglas Graham Shelley the Agent of
the Bombay, Baroda and Central India
Railway Company in the presence of
GEORGE IVES.

A. D. G. SHELLEY.

Signed by the said Bihari Lal
Gupta, Dewan, in the presence of
V. D. SATGHARE,
Manager, Huzur English Office,

B. L. GUPTA.

Dated 3rd March 1909.

THE BOMBAY, BARODA AND CENTRAL
INDIA RAILWAY COMPANY

AND

HIS HIGHNESS THE MAHARAJA
GAEKWAR OF BARODA.

SUPPLEMENTAL AGREEMENT AS TO
WORKING THE VIJAPUR-KALOL-
KADI RAILWAY.

HIS HIGHNESS THE GAEKWAR'S VIJAPUR KALOL- KADI RAILWAY.

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HIS HIGHNESS THE GAEKWAR'S BILIMORA-KALAMBA RAILWAY.

HEADS OF AGREEMENT BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR OF BARODA hereinafter called His Highness' Government, and THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY, hereinafter styled the Company, for the working of His Highness' Railway from Bilimora to Kalamba, on the 2'-6" gauge, hereinafter called the Bilimora-Kalamba Railway.

1. (a) Under the conditions hereinafter recited, the Company agree to work, on behalf of His Highness' Government, the Bilimora-Kalamba Railway and such extensions as it may be agreed upon between His Highness' Government and the Company to include in this arrangement.

(b) The arrangements herein laid down shall be in force from the date of the opening of the Railway for traffic, but may at any time thereafter be terminated on one year's notice from either party to the Agreement. But such notice shall expire only on either the 30th September or the 31st March in any year.

2. All communications (except those of a routine nature) between His Highness' Government and the Company under this Agreement shall pass through the Resident at Baroda.

3. The Company shall be subject in all respects, with reference to the Bilimora-Kalamba Railway, to the same control by the Railway Board as they are with regard to their own line.

4. The Bilimora-Kalamba Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals, signal lamps, cash safes, station paulins, rolling-stock, engine and repairing sheds, wagon sheets and ropes, provision for water-supply and all other necessary appliances for working the line, shall be provided by, and at the cost of His Highness' Government, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by the Company at the cost of His Highness' Government.

5. The Company shall maintain and work the Bilimora-Kalamba Railway and shall have the entire control of the train and traffic arrangements, appoint all necessary staff, and provide all necessary labour and materials for the proper and efficient maintenance and working of the Railway, the cost being borne by His Highness' Government.

6. The Company shall be responsible for the collection of all the revenue appertaining to the Bilimora-Kalamba Railway, including such rents as may be charged, under the Company's rules to any of their servants or the servants of His Highness' Government occupying dwelling houses, the property of His Highness' Government; and shall pay the same into the Treasury and shall credit the amount to the Revenue Account of the Bilimora-Kalamba Railway. But the Bilimora-Kalamba Railway shall not be entitled to share in any miscellaneous receipts, such as platform tickets, fees charged to platform vendors, sale proceeds of unclaimed property, &c., which may be realised in connection with the working of Bilimora Station.

7. The Company shall furnish His Highness' Government, through the Resident at Baroda, with a weekly return of approximate earnings of the Bilimora-Kalamba Railway and at the close of each half-year,* with a full account both of receipts and expenditure under detailed heads.

8. Advances shall be made by the British Government Treasury to meet the cost of working the Bilimora-Kalamba Railway. The account as between the British Government and His Highness' Government shall be finally adjusted at the close of each half-year*, as soon as possible after the Revenue Account is rendered, and the balance in favour of, or against His Highness' Government shall then be paid over to it, or by it, as the case may be.

9. (a) The fares to be charged for coaching traffic and the rates to be charged for goods traffic shall be fixed from time to time by the Company in communication with, and subject to the approval of, His Highness' Government.

*The period of the half-year to be the same as obtains on the Company's line.

(b) In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic, and the classification of goods on the Bilimora-Kalamba Railway shall, as far as may be, conform to those generally in force on the Bombay Baroda & Central India Railway.

(c) For the present the fares and rates for local passenger and goods traffic over the Bilimora-Kalamba Railway shall be as under :—

Passengers.

Upper Class, 9 pies per mile.
Lower do. 3 do.

Goods.

Special Class, 0·35 pie per md. per mile.

1st do.	0·4	do.
2nd do.	0·6	do.
3rd do.	0·8	do.
4th do.	1·0	do.
5th do.	1·2	do.

Explosives, including dangerous goods or X Class 1·5 pies per md. per mile.

(d) Mails and Postal Officers on duty will be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

(e) Through rates shall ordinarily be the sum of the local rates to the junction, but special agreement may be come to in regard to through traffic.

(f) The same terminals shall be charged on different descriptions of traffic on the Bilimora-Kalamba Railway as on the Bombay, Baroda & Central India Railway, and they shall be divided as under :—

(i) On *bona fide* local traffic on the Bilimora-Kalamba Railway—the whole terminal shall be credited to the receipts of that Railway.

(ii) On through traffic between stations on the Bilimora-Kalamba Railway and stations on the Bombay, Baroda & Central India Railway Company's System—any amount which the Company and the Bilimora-Kalamba Railway may have to pay out for cartage shall first be deducted from the terminal and the residue shall then be divided equally between the Bombay, Baroda & Central India Railway Company and the Bilimora-Kalamba Railway.

(iii) The full share of the terminal charges on traffic with lines other than those comprised in the System worked by the Bombay, Baroda & Central India Railway, originating or terminating on the Bilimora-Kalamba Railway shall be credited to the Bilimora-Kalamba Railway.

10. The expenses of working the Bilimora-Kalamba Railway shall be ascertained and paid by His Highness' Government as follow :—

(a) *Maintenance of Way, Works, &c.*—A separate account to be kept of all expenditure incurred in the maintenance of the permanent-way works and buildings on the Bilimora-Kalamba Railway and the cost thereof, together with the salary of Staff actually employed on the line charged to His Highness' Government.

(b) *Locomotive and Carriage and Wagon.*—A separate account to be kept of all expenditure incurred in the working, maintenance and renewals, of the Locomotive and Carriage and Wagon stock of the Bilimora-Kalamba Railway and on any work debitable to the working expenses of the Bilimora-Kalamba Railway done for that line in the shops of the Company, and the cost thereof charged to His Highness' Government.

(c) *Traffic.*—The expenditure incurred in the working of traffic, including salaries of Signallers on the Bilimora-Kalamba Railway, shall be separately accounted for and borne by His Highness' Government.

(d) *Telegraph*.—The telegraph line along the Bilimora-Kalamba Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance payable by His Highness' Government as may be from time to time on State Railways. The Company will work the line in strict accordance with the rules which have been, or which from time to time may be, authorized by the Governor-General in Council for the working of licensed Railway telegraph lines in British India.

The telegraph instruments at stations on the Bilimora-Kalamba Railway, including the one instrument provided at Bilimora Junction solely for the telegraph work of the Bilimora-Kalamba Railway, shall be maintained by the Company, and a charge of Rs. 4-0-0 per instrument per month shall be paid by His Highness' Government. The cost of maintenance of the telegraph instruments at Bilimora Junction appertaining to the Main Line shall be borne by the Company.

(e) A separate account shall be kept of the wages, stores, expenses of the Bombay, Baroda & Central India Railway Police and Watch and Ward Staff employed on the Bilimora-Kalamba Railway and $\frac{7}{10}$ ths of the cost thereof shall be charged to His Highness' Government.

(f) *General Charges*.—The actual outlay incurred on medical expenses, charges for printing, stationery, advertising and all other general services shall be borne by His Highness' Government.

(g) *Contribution to Provident Fund*.—A contribution from the net earnings of the Bilimora-Kalamba Railway shall, on completion of the half-yearly accounts, be deducted and paid into the Provident Fund of the Bombay, Baroda & Central India Railway, the benefits of which will be shared by the employes of the Bilimora-Kalamba Railway. The basis on which this contribution is calculated shall be the same as obtains on the Bombay, Baroda & Central India Railway.

(h) *Compensation*.—All compensation of any character for loss or damage, or on account of any accident or occurrence on the Bilimora-Kalamba Railway arising from any cause for which a Railway Company would be liable under the law in force in British India shall, if paid by the Company, be charged to His Highness' Government.

All losses or claims for compensation at Bilimora Junction shall be charged as under:—

(i) *On Local Traffic*.—To the Railway whose traffic it is.

(ii) *Through Traffic*.—To the Joint Station Expenses Account.

Specific recoveries from the Joint Staff shall be credited to the claims on account of which they are made.

(i) *Special and Miscellaneous Expenditure*.—All other expenditure such as law charges, rents of buildings and other miscellaneous items shall be borne by His Highness' Government.

(j) *Superintendence*.—A sum equal to 10 per cent. on the total working expenses, for the half-year, but not less than Rs. 300 (three hundred Rupees) per mensem shall be charged to His Highness' Government, to cover the cost of superintendence, including the Executive Engineer, the Loco. Foreman, the District Traffic Superintendent and general expenses of Management and Audit. This payment will not be held to cover supervision on capital and special revenue works or on renewals carried out for the Bilimora-Kalamba Railway in the Company's workshops for which supervision charges shall be levied according to the rules in force from time to time on the Bombay, Baroda & Central India Railway.

11. (1) No charge shall be made to the Bilimora-Kalamba Railway for the use of the station buildings and conveniences already existing at Bilimora Junction station and these works shall be entered in Schedule I for purposes of reference.

(2) The cost of all works necessary for the joint working of traffic between the Bombay, Baroda & Central India and the Bilimora-Kalamba Railways shall be provided by the former and accounted for under separate schedules as under:—

(a) Schedule II shall comprise all works and equipment (except ballast and permanent way which shall be provided and maintained by each Railway for its

own gauge) paid for either by Capital or Revenue, for transhipment purposes, and interest and maintenance charges at $6\frac{1}{2}$ per cent. per annum on half the cost thereof shall be debited to the Bilimora-Kalamba Railway.

(b) Schedule III shall comprise all other works and equipment which may at any time be provided for the joint use of the two Railways (except ballast and permanent-way, which shall be provided and maintained by each line for its own gauge) and all additions and alterations of the same, and also of any of the existing facilities, the cost of which exceeds Rs. 1,000. Interest and maintenance charges at the rate of $6\frac{1}{2}$ per cent. per annum on the total cost of the works included in this schedule as it stands from time to time shall be charged to the Joint Station Expenses Account :—

Additions and alterations as mentioned above, which cost Rs. 1,000 and under shall be charged outright to the Joint Station Expenses Account. These items shall be entered in Schedule IV and maintenance charges at $2\frac{1}{2}$ per cent. per annum thereon shall be debited to the Joint Station Expenses Account.

(c) Local works of the Bilimora-Kalamba Railway required for its sole use shall be provided on its own land and maintained by the staff of that line. If at any time, it is found necessary to build such works on land belonging to the Bombay, Baroda & Central India Railway, interest on the cost of that land shall be paid by the Bilimora-Kalamba Railway and that Railway shall agree to remove any such structures, without compensation, subject to three months' notice, if this land is required at any time for purposes of the Bombay, Baroda & Central India Railway.

(d) The original cost of joint works which may from time to time be dismantled to admit of additions and improvements in the joint interest, shall be struck out of the respective schedules and the amount together with dismantling charges, less the value of released materials shall be debited to the two lines in equal proportions. If, however, such works are dismantled to make room for works required for the exclusive use of either Railway, their cost plus dismantling charges, less value of materials set free, shall be paid in full by the line in whose interests they are dismantled and credited to the two lines in equal proportions.

(e) If any works which were provided for the exclusive use of either Railway are dismantled to make room for works required for the exclusive use of the other, their cost plus dismantling charges, less value of materials set free, shall be paid in full by the line in whose interests they are dismantled and struck out of the schedule in which they appeared. If, however, such works are dismantled to make room for joint works, their cost together with dismantling charges, less value of materials set free, shall be paid equally by the two lines.

(f) The original cost of Bombay, Baroda & Central India Railway existing structures on which no charge for interest is made, if required to be dismantled to make room for joint structures, shall, together with dismantling charges, less the value of materials set free, be shared equally by the two lines, but if they are removed to make room for the local works of the Bilimora-Kalamba Railway, their original cost with the charges for dismantling, less value of materials set free, shall be paid entirely by the Bilimora-Kalamba Railway.

(g) The plans and estimates for all new works and alterations within the limits of the Bilimora Station yard for which the Bilimora-Kalamba Railway is in any way liable shall be approved by His Highness' Government before the work is commenced.

12. The cost of working the joint station at Bilimora Junction including Police staff for joint purposes and interest and maintenance charges on joint works shall be divided between the two Railways as under :—

(a) Each Railway shall bear the cost of handling its own goods booked between Bilimora Junction Station and any station or *via* any station on its own Railway or connected Railways and beyond.

(b) The cost of establishment, including labour charges, incurred at the goods tranship platforms, shall be divided equally between the two Railways.

(c) The remainder of the joint working expenses shall be apportioned between the Bilimora-Kalamba Railway and the Company in the following manner :—

- (1) 1/5 to be paid by the Bombay Baroda & Central India Railway Company as their share of the cost of working the Bombay, Baroda & Central India Railway untranshipped through coaching and goods traffic at Bilimora Junction.
- (2) The balance to be divided in the proportion of 3/8ths to the Bilimora Kalamba Railway and 5/8ths to the Bombay, Baroda & Central India Railway. These proportions to be revised if necessary (in the light of experience) after periods of 5 years.

13. His Highness' Government shall hold the Company harmless and indemnified from and against all losses, suits, damages, costs, charges, expenses, claims and demands whatsoever (including all legal costs and charges incurred by the Company) to which the Company may become subject or liable whether jointly with His Highness' Government or any other person or persons or alone for or in respect of any damage due or alleged to be due to any insufficiency or alleged insufficiency or to the location of any bridges, culverts, waterways, or other works constructed on the Bilimora-Kalamba Railway or for or in respect of the interference or alleged interference with the natural drainage of the country by the construction of the Bilimora-Kalamba Railway or for or in respect of any accidents caused or alleged to be caused by faulty design or by defective construction of ways and works or by the use of inferior materials employed in the construction of ways and works or any of them.

14. All money transactions under this Agreement, as between the Bombay Government, His Highness' Government and the Company shall be in British Government Rupees, and the Company are to accept the British Currency only in payment of fares and rates.

15. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, His Highness' Government and the Company.

16. The Indian Railways Act of 1890, and the Standing Regulations of the Company as applicable to the Bombay, Baroda & Central India Railway, as approved by the Governor-General in Council under the Indian Railways Act which have been accepted by His Highness' Government, shall apply to the Bilimora-Kalamba Railway. The above Act and Standing Regulations shall, within Railway limits on the Bilimora-Kalamba Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried. All such offences shall be tried by duly constituted Magistrates appointed by the British Government.

17. The foregoing clauses are subject to confirmation by the Government of India and the Board of Directors of the Company.

NOTE.—Government sanction accorded, vide Railway Board's letter No. 667-T., dated 10th May 1916, to the Agent, B. B. & C. I. Railway.

MANUBHAI N.,

for *Minister of the Baroda State.*

Dated 23rd October 1914.

R. WOOLLCOMBE,

Agent, B. B. & C. I. Railway.

BILIMORA-KALAMBA RAILWAY.

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HIS HIGHNESS THE GAEKWAR'S DABHOI RAILWAY.

HEADS OF AGREEMENT BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR, HEREINAFTER CALLED HIS HIGHNESS' GOVERNMENT, AND THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY, HEREINAFTER STYLED THE COMPANY, FOR THE WORKING OF HIS HIGHNESS THE GAEKWAR'S RAILWAY, FROM MIYAGAM TO BODELI AND FROM VISHWAMITRI TO CHANDOD ON THE 2'—6" GAUGE, HEREINAFTER CALLED THE DABHOI RAILWAY.

Note.—This Railway is to be worked as a subsidiary line under clauses 1 and 46 of the Principal Contract dated 8th April 1907 between the Secretary of State and the B. B. and C. I. Railway Company.

1. (a) Under the conditions hereinafter recited, the Company agree to work on behalf of His Highness' Government, the Dabhoi Railway and such extensions as it may be agreed upon between His Highness' Government and the Company to include in this arrangement.

Note.—The different sections of the Dabhoi Railway were opened and have been worked by the B. B. and C. I. Railway Company from the following dates under the Agreement of 1874 as subsequently modified in 1880 and 1884 :—

Miyagam to Dabhoi	...	...	8th April 1873.
Dabhoi to Chandod	...	...	15th April 1879.
Dabhoi to Bahadarpur	...	...	17th September 1879.
Dabhoi to Goya Gate	...	...	1st July 1880.
Goya Gate to Vishwamitri	...	...	24th January 1881.
Bahadarpur to Bodeli	...	...	16th June 1890.

(b) The arrangements herein laid down shall be in force from 1st January 1897; but may at any time thereafter be terminated on one year's notice from either party to the Agreement. But such notice shall expire only on either (30th June*) the 30th September or (31st December*) the 31st March in any year.

2. All communications between His Highness' Government and the Company under this Agreement shall pass through the Agent to the Governor-General at Baroda, and the Consulting Engineer for Railways to the Government of Bombay, who shall, for the purposes of this Agreement, undertake the same general duties with respect to the Dabhoi Railway as are entrusted to him with respect to the Railways under the control of the Bombay Government, and take the orders of Government when necessary.

3. The Company shall be subject in all respects with reference to the Dabhoi Railway, to the same control by the Bombay Government as they are with regard to their own line.

4. The Dabhoi Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals, signal lamps, cash safes, rolling stock, engine and repairing sheds, provision for water-supply and all other necessary appliances for working the line, shall be provided by, or at the cost of, His Highness' Government, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by, or at the cost of, His Highness' Government.

5. The Company shall maintain and work the Dabhoi Railway and shall have the entire control of the train and traffic arrangements, appoint all necessary staff and provide all necessary labour and materials for the proper and efficient maintenance and working of the Railway the cost being borne by His Highness' Government as laid down in Clause 13.

* Superseded with effect from 1st April 1913—*Vide* corrigendum dated 21st October 1914 to this Agreement.

6. The Company shall be responsible for the collection of all the revenue appertaining to the Dabhoi Railway, including such rents as may be charged, under the Company's rules, to any of their servants or the servants of His Highness' Government occupying dwelling houses, the property of His Highness' Government; and shall pay the same into the Treasury and shall credit the amount to the Revenue Account of the Dabhoi Railway.

7. The Company shall furnish His Highness' Government with a weekly return of approximate earnings of the Dabhoi Railway, and at the close of each half-year, with a full account both of receipts and expenditure, under detailed heads to be settled between the Consulting Engineer for Railways to the Government of Bombay and the Company.

8. (a) Advances shall be made by the British Government Treasury to meet the cost of working the Dabhoi Railway.

(b) The account as between the British Government and His Highness' Government, shall be finally adjusted at the close of each half-year, as soon as possible after the Revenue Account is rendered, and the balance in favour of, or against, His Highness' Government shall then be paid over to it or by it, as the case may be.

9. (a) The fares to be charged for coaching traffic and the rates to be charged for goods traffic shall be fixed from time to time by the Company, in communication with, and subject to the approval of, His Highness' Government.

(b) In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic, and the classification of goods on the Dabhoi Railway shall, as far as may be, conform to those generally in force on the B. B. and C. I. Railway.

10. (a) For the present the fares and rates for local passenger and goods traffic over the Dabhoi Railway shall be as under :—

Passengers.

Upper class	...	...	9 pies per mile.
Lower class	...	...	3 do.

Goods.

First class	...	...	0.4 per md. per mile.
Second class	...	...	0.6 do.
Third class	...	...	0.8 do.
Fourth class	...	...	1.0 do.
Fifth class	...	...	1.2 do.

(b) Mails and Postal Officers on duty will be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

11. Through goods rates shall be fixed by the Company according to the foregoing scale, or such other scales as may be in force at the time on the two lines, but in special cases a lower through rate may be charged, a mileage proportion of which, after deducting the terminals, shall be credited to the receipts of the Dabhoi Railway.

12. The same terminals shall be charged on different descriptions of traffic on the Dabhoi Railway, as on the Bombay, Baroda and Central India Railway, and they shall be divided as under :—

(a) On *bona fide* local traffic on the Dabhoi Railway, the whole terminal shall be credited to the receipts of that Railway.

(b) On through traffic between stations on the Dabhoi Railway and stations on the Bombay, Baroda and Central India Railway Company's

system, any amount which the Company and the Dabhoi Railway may have to pay out for cartage shall first be deducted from the terminal, and the residue shall then be divided equally between the B. B. and C. I. Railway Company and the Dabhoi Railway.

(c) The entire amount of the terminal charges on traffic with lines other than those comprised in the system worked by the B. B. and C. I. Railway, originating or terminating on the Dabhoi Railway shall be credited to the Dabhoi Railway.

13. The expenses of working the Dabhoi Railway shall be ascertained and paid by His Highness' Government as follows :—

(a) *Maintenance of Way, Works, etc.*—A separate account to be kept of all wages and stores purchased for the maintenance of the permanent way, works, and buildings on Dabhoi Railway, and the cost thereof together with the salary of an Inspector, to be charged to His Highness' Government.

(b) *Locomotive and Carriage and Wagon.*—A separate account to be kept of all wages and stores for the Dabhoi Railway, and of all expenditure in the maintenance of the Dabhoi Railway rolling stock and shops, and of any work debitable to the revenue of the Dabhoi Railway done for that line in the shops of the Company, and the cost to be charged to His Highness' Government.

(c) *Traffic.*—A separate account to be kept of all wages and stores for the Dabhoi Railway, and the cost to be charged to His Highness' Government.

The actual cost of working the stations at Miyagam and Vishwamitri at the junctions of the Dabhoi Railway with the Bombay, Baroda and Central India Railway to be divided between His Highness' Government and the Company in proportion to the amount of work done for each, which is to be estimated at the close of each half-year, and is to be measured by the amount of traffic, both through and local, dealt with on account of the Bombay, Baroda and Central India Railway and Dabhoi Railway, respectively, at Miyagam and Vishwamitri.

(d) *Compensation.*—All compensation of any character for loss or damage, or on account of any accident or occurrence on the Dabhoi Railway arising from any cause for which a Railway Company would under the Imperial law in force in British India be liable, shall, if paid by the Company, be charged to His Highness' Government.

(e) *Police.*—During the continuance of this Agreement, His Highness' Government shall at its own cost provide and maintain for the purpose of the Dabhoi Railway such a force of police, as His Highness' Government may, in consultation with the Company, deem necessary for the protection of the line and of property in the trains and at each station thereof.

[(e) *Police.*—A separate account to be kept of the wages, stores and other expenses of the Bombay, Baroda and Central India Railway Police employed on the Dabhoi Railway, and the cost thereof to be charged to His Highness' Government.]*

(f) *Superintendence.*—A sum equal to 10 per cent. on the total working expenses but not less than 500 (five hundred) Rupees per mensem in the half-year to be charged to His Highness' Government, to cover the cost of superintendence, including the Executive Engineer, the Locomotive Foreman, the District Traffic Superintendent, general expenses of management and audit.

[(f) *Superintendence.*—A sum equal to 12½ per cent. on the total working expenses, but not less than 500 (five hundred) Rupees per mensem, nor more than an average of 800 (eight hundred) Rupees per mensem, in the half-year, to be charged to His Highness' Government, to

* Superseded with effect from 1st January 1911—Vide corrigendum dated 24th March 1911 to this Agreement.

*cover the cost of superintendence, including the Resident Engineer, the Locomotive Foreman, the District Traffic Superintendent, general expenses of management and audit.]**

[(g). *Contribution to the Provident Fund.*—A contribution from the net earnings of the Dabhoi Railway shall, on completion of the accounts, be deducted and paid into the Provident Fund of the Bombay, Baroda and Central India Railway, the benefits of which will be shared by the employes of the Dabhoi Railway. The basis on which this contribution is to be calculated to be the same as obtains on the Bombay, Baroda and Central India Railway. *Inserted with effect from 1st January 1910—Vide Addendum dated 3rd June 1910 to this Agreement.*]

14. All money transactions under this Agreement as between the Bombay Government, His Highness' Government and the Company, shall be in British Government Rupees, and the Company are to accept the British Currency only in payment of fares and rates.

15. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, His Highness' Government and the Company.

16. The Indian Railways Act, and the Standing Regulations of the Company as applicable to the Bombay, Baroda and Central India Railway, as approved by the Governor General in Council under the Indian Railways' Act, which have been accepted by His Highness' Government shall apply to the Dabhoi Railway. The above Act and Standing Regulations shall, within Railway limits on the Dabhoi Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried. All such offences shall be tried by duly constituted Magistrates appointed by His Highness' Government, provided that all servants of the Company who are British subjects, shall have the right of making representation to the Agent to the Governor-General at Baroda, whose advice will be duly attended to.

17. The telegraph line along the Dabhoi Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company will work the line in strict accordance with the rules which have been, or which from time to time may be, authorised by the Governor-General in Council for the adoption and working of licensed Railway telegraph lines in British India.

18. The foregoing clauses are subject to confirmation by the Government of India and the Board of Directors of the Company.

SRIENIVASA RAGHAVA IYENGAR,
Minister of the Baroda State.

H. D. OLIVIER, Major, R. E.,
Agent, B. B. and C. I. Railway.

J. WILLCOCKS,
Offg. Const. Engr. for Rys. to Govt. of Bombay.

**Superseded with effect from 1st July 1910—Vide corrigendum dated 29th July 1910.*

ADDENDUM DATED 22ND OCTOBER 1915 TO THE AGREEMENT BETWEEN HIS HIGHNESS THE GAEKWAR OF BARODA AND THE B. B. AND C. I. RAILWAY COMPANY IN FORCE FROM THE 1ST JANUARY 1897 FOR WORKING HIS HIGHNESS THE GAEKWAR'S DABHOI RAILWAY.

It is hereby mutually agreed that the following additions to have effect from the 1st April 1914 be inserted in the above agreement :—

Read existing Clause "4", as "4 (a)", and add paras. (b) and (c) on page 71 as under :—

(b)—The costs of all new works and equipment which may be necessary at Miyagam and Vishwamitri Junctions for the joint working of traffic between the B. B. and C. I. and Dabhoi Railways, including all additions and alterations thereto and also to any existing facilities (except) ballast and permanent-way which shall be provided and maintained by each Railway at its own cost) debitable either to Capital or Revenue, shall be provided at the equal cost of the two Railways. These works shall be entered in Schedule No. 1 and maintenance charges at the rate of $2\frac{1}{2}$ per cent. per annum on their total cost shall be levied and shared equally by the two Railways. On the dismantlement of such works the credits realised will be shared by the two Railways in equal proportions.

(c)—The provisions mentioned in para. (b) above are accepted and agreed to on the clear understanding that His Highness' Government acquires no right of property within the Company's premises, except that in case of termination of the Agreement, His Highness' Government shall be at liberty to remove all materials of permanent-way, etc., supplied by it and shall receive for structures put up at its cost so much as they may be worth at the time to the Company.

Add as a note after Clause 13 (c) on page 73 :—

NOTE:—As it has been arranged to adjust the cost of working the stations at Miyagam and Vishwamitri Junctions by lump sum payments, it is hereby agreed that the Gaekwar's State shall pay to the B. B. and C. I. Railway half-yearly, Rs. 2,700 and Rs. 3,400, as the Dabhoi Railway share of the working expenses at Miyagam and Vishwamitri Junctions, respectively on the definite understanding that either party may at any time withdraw from this arrangement, or call for a modification of the sums payable, subject to six clear months' notice which shall terminate either on the 30th September or the 31st March in any year, and thereafter the payments shall be made in accordance with any new terms which may be agreed upon, or failing the adoption of such new terms in accordance with the original terms of this Agreement for apportionment of expenses at the two junctions.

The sums of Rs. 2,700 and Rs. 3,400 referred to in the preceding para. shall be held to cover the Dabhoi Railways bare of all ordinary items of working expenses, and maintenance including compensation claims, and charges for handling through goods traffic. But special expenditure incurred on new works provided at the cost of Revenue, or on adjustments in connection with the cost of old works abandoned or dismantled, or on maintenance charges in respect of new structures constructed at the expense of Capital on joint account, and also on account of special compensation claims, damages or losses, amounting to Rs. 500 and over, etc., shall be treated as outside the fixed lump sums. Such special items shall be apportioned in terms of this Agreement, and shall be adjusted either by direct payment, or by increasing the average half-yearly payments as may be mutually agreed upon.

The fixed sums of Rs. 2,700 and Rs. 3,400 shall be subject to reconsideration and revision after three years from the date on which they begin to apply.

(The above note to take effect from 1st April 1914.)

HIS HIGHNESS THE GAEKWAR'S DABHOI RAILWAY.

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HIS HIGHNESS THE GAEKWAR'S KOSAMBA- ZANKHVAV RAILWAY.

HEADS OF AGREEMENT BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA GAEKWAR OF BARODA, HEREINAFTER CALLED HIS HIGHNESS' GOVERNMENT, AND THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY, HEREINAFTER STYLED THE COMPANY, FOR THE WORKING OF HIS HIGHNESS' RAILWAY FROM KOSAMBA TO ZANKHVAV ON THE 2'-6" GAUGE, HEREINAFTER CALLED THE KOSAMBA-ZANKHVAV RAILWAY.

1. (a) Under the conditions hereinafter recited, the Company agree to work, on behalf of His Highness' Government, the Kosamba-Zankhvav Railway and such extensions as it may be agreed upon between His Highness' Government and the Company to include in this arrangement.

(b) The arrangements herein laid down shall be in force from the date of the opening of the Railway for traffic, but may at any time thereafter be terminated, on one year's notice from either party to the Agreement. But such notice shall expire only on either the 30th September or the 31st March in any year.

2-3. All communications (except those of a routine nature) between His Highness' Government and the Company under this Agreement shall pass through the Resident at Baroda.

3. The Company shall be subject in all respect, with reference to the Kosamba-Zankhvav Railway, to the same control by the Railway Board as they are with regard to their own line.

4. The Kosamba-Zankhvav Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals, signal lamps, cash safes, station paulins, rolling-stock, engine and repairing sheds, provision for water supply and all other necessary appliances for working the line, shall be provided by, and at the cost of, His Highness' Government and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by the Company at the cost of His Highness' Government.

5. The Company shall maintain and work the Kosamba-Zankhvav Railway and shall have the entire control of the train and traffic arrangements, appoint all necessary staff, and provide all necessary labour and materials for the proper and efficient maintenance and working of the Railway, the cost being borne by His Highness' Government.

6. The Company shall be responsible for the collection of all the revenue appertaining to the Kosamba-Zankhvav Railway, including such rents as may be charged, under the Company's rules, to any of their servants or the servants of His Highness' Government occupying dwelling houses, the property of His Highness' Government; and shall pay the same into the treasury and shall credit the amount to the Revenue Account of the Kosamba-Zankhvav Railway. But the Kosamba-Zankhvav Railway shall not be entitled to share in any miscellaneous receipts such as platform tickets, fees charged to platform vendors, sale proceeds of unclaimed property, &c., which may be realised in working the Kosamba Station.

7. The Company shall furnish His Highness' Government through the Resident, at Baroda, with a weekly return of approximate earnings of the Kosamba-Zankhvav Railway and at the close of each half-year*, with a full account both of receipts and expenditure under detailed heads.

8. Advances shall be made by the British Government Treasury to meet the cost of working the Kosamba-Zankhvav Railway. The account, as between the British Government and His Highness' Government, shall be finally adjusted at the close of each half-year*; as soon as possible after the Revenue Account is rendered, and the balance in favour of or against, His Highness' Government shall then be paid over to it, or by it, as the case may be.

* The period of the half-year to be the same as obtains on the Company's line.

9. (a) The fares to be charged for coaching traffic and the rates to be charged for goods traffic shall be fixed from time to time by the Company in communication with, and subject to the approval of, His Highness' Government.

(b) In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic, and the classification of goods on the Kosamba-Zankhvav Railway shall, as far as may be, conform to those generally in force on the Bombay, Baroda and Central India Railway.

(c) For the present the fares and rates for local passenger and goods traffic over the Kosamba-Zankhvav Railway shall be as under:—

Passengers.

Upper class	...	...	9 pies per mile.
Lower class	...	...	3 do.

Goods.

Special class	...	...	0·35 pie per md. per mile.
First class	...	...	0·4 do.
Second class	...	...	0·6 do.
Third class	...	...	0·8 do.
Fourth class	...	...	1·0 do.
Fifth class	...	...	1·2 do.

Explosives, including dangerous goods or X Class ... 1·5 per md. per mile.

(d) Mails and Postal Officers on duty will be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

(e) Through rates shall ordinarily be the sum of the local rates to the junction, but special agreement may be come to in regard to through traffic.

(f) The same terminals shall be charged on different descriptions of traffic on the Kosamba-Zankhvav Railway, as on the Bombay, Baroda and Central India Railway, and they shall be divided as under:—

(i) On *bonâ fide* local traffic on the Kosamba-Zankhvav Railway the whole terminal shall be credited to the receipts of that Railway.

(ii) On through traffic between stations on the Kosamba-Zankhvav Railway and stations on the Bombay, Baroda and Central India Railway Company's System—any amount which the Company and the Kosamba-Zankhvav Railway may have to pay out for cartage shall first be deducted from the terminal and the residue shall then be divided equally between the Bombay, Baroda and Central India Railway Company and the Kosamba-Zankhvav Railway.

(iii) The full share of the terminal charges on traffic with lines other than those comprised in the System worked by the Bombay, Baroda and Central India Railway, originating or terminating on the Kosamba-Zankhvav Railway, shall be credited to the Kosamba-Zankhvav Railway.

10. The expenses of working the Kosamba-Zankhvav Railway shall be ascertained and paid by His Highness' Government as follow:—

(a) *Maintenance of Way, Works, &c.*—A separate account to be kept of all expenditure incurred in the maintenance of the permanent-way, works, and buildings on the Kosamba-Zankhvav Railway and the cost thereof, together with the salary of Staff actually employed on the line, to be charged to His Highness' Government.

(b) *Locomotive and Carriage & Wagon.*—A separate account to be kept of all expenditure incurred in the working, maintenance and renewals of the Locomotive and Carriage and Wagon stock of the Kosamba-Zankhvav Railway and on any work debitable to the revenue of the Kosamba-Zankhvav Railway done for that line in the shops of the Company, and the cost thereof charged to His Highness' Government.

(c) *Traffic*.—The expenditure incurred in the working of traffic, including salaries of Signallers on the Kosamba-Zankhvav Railway, shall be separately accounted for and borne by His Highness' Government.

(d) *Telegraph*.—The telegraph line along the Kosamba-Zankhvav Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance payable by His Highness' Government as may be from time to time in force in the case of State Railways. The Company will work the line in strict accordance with the rules which have been, or which from time to time may be, authorised by the Governor-General in Council for the adoption and working of licensed Railway telegraph lines in British India.

The telegraph instruments at stations on the Kosamba-Zankhvav Railway, including the one instrument provided at Kosamba Junction solely for the telegraph work of the Kosamba-Zankhvav Railway, shall be maintained by the Company, and a charge of Rs. 4-0-0 per instrument per month shall be paid by His Highness' Government. The cost of maintenance of the telegraph instruments at Kosamba Junction appertaining to the main line shall be borne by the Company.

(e) *General Charges*.—All medical expenses and charges for printing, stationery and advertising shall be borne by His Highness' Government.

(f) *Police*.—His Highness' Government shall provide and maintain for the purpose of the Kosamba-Zankhvav Railway such a force of Police as His Highness' Government may, in consultation with the Company, deem necessary for the protection of the line and of property in the trains and at stations. The cost of the force shall be defrayed by His Highness' Government.

(g) *Contribution to Provident Fund*.—A contribution from the net earnings of the Kosamba-Zankhvav Railway shall, on completion of the half-yearly accounts, be deducted and paid into the Provident Fund of the Bombay, Baroda and Central India Railway, the benefits of which will be shared by the employes of the Kosamba-Zankhvav Railway. The basis on which this contribution is to be calculated to be the same as obtains on the Bombay, Baroda and Central India Railway.

(h) *Compensation*.—All compensation of any character for loss or damage, or on account of any accident or occurrence on the Kosamba-Zankhvav Railway arising from any cause for which a Railway Company would, under the Imperial law in force in British India, be liable, shall, if paid by the Company, be charged to His Highness' Government.

All losses or claims for compensation at Kosamba Junction shall be charged as under :—

(i) *On Local Traffic*.—To the Railway whose traffic it is.

(ii) *On Through Traffic*.—To the Joint Station Expenses account.

Specific recoveries from the Joint Staff shall be credited to the claims on account of which they are made.

(i) All Special and Miscellaneous expenditure, such as law charges, rent of buildings at Kosamba Junction under clause 11, and other Miscellaneous items incurred solely on behalf of the Kosamba-Zankhvav Railway shall be borne by His Highness' Government.

(j) *Superintendence*.—A sum equal to 10 per cent. on the total working expenses but not less than Rs. 300 (three hundred) Rupees per mensem in the half-year to be charged to His Highness' Government to cover the cost of Superintendence including the Executive Engineer, the Loco. Foreman, the District Traffic Superintendent and general expenses of Management and Audit. This payment will not cover supervision on special Revenue Works and renewals carried out for the Kosamba-Zankhvav Railway in the Company's Workshops, which shall be calculated according to rules in force on the Company's line.

11. The cost of all works necessary for the joint working of the traffic of the two Railways within the limits of the B. B. & C. I. Railway at Kosamba

Junction shall be provided by the Company and accounted for under separate schedules as under :—

(a) No charge shall be made to the Kosamba-Zankhvav Railway for the use of the station buildings and conveniences already existing at Kosamba Junction station and these works shall be entered in Schedule I for purposes of reference.

(b) Schedule II shall comprise all works, equipment, furniture, appliances, &c., chargeable to Capital for transshipment purposes and all additions and alterations thereto, the cost of which exceeds Rs. 2,000 that may have been or may have to be provided at Kosamba Junction and interest and maintenance charges at the rate of $6\frac{1}{2}$ per cent. per annum on the cost thereof shall be divided between the two Railways as laid down in Clause 12 (b).

(c) Schedule III shall comprise all other works, equipment, furniture, &c., chargeable to Capital and all additions and alterations thereto, the cost of which exceeds Rs. 2,000 which may have been or may have to be provided at Kosamba Junction for the joint use of the two Railways and interest and maintenance charges at the rate of $6\frac{1}{2}$ per cent. per annum on the cost thereof, shall be apportioned between the two Railways in terms of clause 12(c).

(d) Additions and alterations as mentioned in paras. (b) and (c) above which do not cost more than Rs. 2,000 shall be charged outright to the respective Joint Station Expenses Account. The outlay on such works shall be entered in a separate statement to be called Schedule IV and maintenance at $2\frac{1}{2}$ per cent. per annum thereon shall be charged to the respective Joint Station Expenses Account, from the date of completion of the works.

(e) Each Railway shall provide and maintain its own permanent-way at its own cost, the sub-grade work for the Narrow-gauge line within the Company's boundaries at Kosamba Junction being provided by the B. B. & C. I. Railway. The cost of the sub-grade work together with the cost of land under it shall be included in Schedule V for purposes of calculating interest at $6\frac{1}{2}$ per cent. per annum for structures and 4 per cent. per annum for land debitable to the Kosamba-Zankhvav Railway. //

(f) Local works of the Kosamba-Zankhvav Railway required for its sole use shall be provided on its own land and maintained at the cost of that line. If at any time, it is found necessary for the Kosamba-Zankhvav Railway to build such works on land belonging to the Bombay, Baroda and Central India Railway, such works shall be maintained at the cost of that line which shall also pay interest at 4 per cent. per annum on the cost of the land (to be included in Schedule V referred in para. (e) above) and that Railway shall remove any such structures, without compensation, subject to three months' notice, if this land is required at any time for purposes of the Bombay, Baroda and Central India Railway.

(g) The original cost of joint works which may from time to time be dismantled to admit of additions and improvements in the joint interest, shall be struck out of the respective schedules and the amount together with dismantling charges less the value of released materials, shall be debited to the two lines in equal proportions. If, however, such works are dismantled to make room for works required for the exclusive use of either Railway, their cost *plus* dismantling charges, less value of materials set free, shall be paid in full by the line in whose interests they are dismantled and credited to the two lines in equal proportions.

(h) If any works which were provided for the exclusive use of either Railway are dismantled to make room for works required for the exclusive use of the other, their cost *plus* dismantling charges less value of materials, set free, shall be paid in full by the line in whose interests they are dismantled and struck out of the schedule in which they appeared. If, however, such works are dismantled to make room for joint works, their cost together with dismantling charges, less value of materials set free, shall be paid equally by the two lines.

(i) The original cost of Bombay, Baroda and Central India Railway existing structures on which no charge for interest is made, if required to be

dismantled to make room for joint structures, shall together with dismantling charges, less the value of materials set free, be shared equally by the two lines, but if they are removed to make room for the local works of the Kosamba-Zankhvav Railway, their original cost with the charges for dismantling, less value of materials set free, shall be paid entirely by the Kosamba-Zankhvav Railway.

(j) The plans and estimates for all new works and alterations within the limits of the Kosamba Station yard for which the Kosamba-Zankhvav Railway is in any way liable shall be approved by His Highness' Government before the work is commenced.

12. The cost of working the joint station at Kosamba Junction, including Police Staff and interest and maintenance charges on joint works, shall be divided between the two Railways as under:—

(a) Each Railway shall bear the cost of handling its own goods booked between Kosamba Junction Station and any station or *via* any station on its own Railway or connected Railways and beyond.

(b) The cost of establishment including labour charges incurred at the goods tranship platforms, together with the charges mentioned in clause II (b) and (d), shall be divided equally between the two Railways.

(c) The remainder of the joint working expenses shall be apportioned between the Kosamba-Zankhvav Railway and the Company in the following manner:—

(1) $\frac{1}{5}$ to be paid by the B. B. & C. I. Railway Company as their share of the cost of working the B. B. & C. I. Railway untranshipped through Coaching and Goods traffic at Kosamba Junction.

(2) The balance to be divided in the proportion of the $\frac{3}{8}$ ths to the Kosamba-Zankhvav Railway and $\frac{5}{8}$ to the B. B. & C. I. Railway. These proportions to be revised if necessary (in the light of experience) after periods of 5 years.

13. All money transactions under this Agreement, as between the Bombay Government, His Highness' Government and the Company shall be in British Government Rupees, and the Company are to accept the British Currency only in payment of fares and rates.

14. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, His Highness' Government and the Company.

15. The Indian Railways Act of 1890, and the Standing Regulations of the Company, as applicable to the Bombay, Baroda and Central India Railway, as approved by the Governor-General in Council under the Indian Railways Act, which have been accepted by His Highness' Government, shall apply to the Kosamba-Zankhvav Railway. The above Act and Standing Regulations shall, within Railway limits on the Kosamba-Zankhvav Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried. All such offences shall be tried by duly constituted Magistrates appointed by His Highness' Government, provided that all servants of the Company who are British subjects shall have the right of making representation to the

NOTE.—Government sanction accorded, *vide* Railway Board's letter No. 628-T.—16, dated 2nd June 1916, to the Agent, B. B. & C. I. Railway.

Minister of the Baroda State.

Agent, B. B. & C. I. Railway.

Dated 6th December 1915.

SCHEDULE I.

Statement shewing the cost of existing works provided by the B. B. & C. I. Railway in joint use of the B. B. & C. I. and Kosamba-Zankhvav Railways at Kosamba Junction [Clause II (a) of the Agreement].

Serial No.	Name of work.	Estimated cost.
		Rs.
1	Station building including Station Master's and Deputy Station Master's quarters and waiting shed No. 4.	3,850
2	Passenger platform Up and Down ...	700
3	Station Master's and Deputy Station Master's latrine, one unit 6/T (Brick work with arched roof).	110
4	Six units Porters' quarters No. 2/T (Brick work with country tile roof).	2,700
5	Masonry well 4½' diameter ...	170
6	Original cost of drain to be shifted 3,600 feet ...	300
7	Fencing in the yard 1·3 single line at 1,500 per mile ...	1,950

MANUBHAI N.,

Minister of the Baroda State.

R. WOOLLCOMBE,

*Agent, B. B. & C. I. Railway.**Dated 24th February 1917.*

SCHEDULE II.

Statement shewing the cost of works provided by the B. B. & C. I. Railway for transhipment purposes for the joint use of the B. B. & C. I. and Kosamba-Zankhvav Railways at Kosamba Junction [Clause II (b) of the Agreement].

Serial No.	Name of work.	ESTIMATED COST.		Total.	ACTUAL COST.		Total.
		Cash.	Stores.		Cash.	Stores.	
		Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	New transhipment platform 100' x 15' ...	630	698	1,328	...	...	...
2	Tranship office 15' x 9' ...	532	...	532	...	...	...
3	1½ ton whip cranes and weighing machine ...	1,265	751	2,016	...	...	...
	Establishment ...	213	...	213	...	...	...
		2,640	1,449	4,089	...	...	...
	Supervision charges at 10% on stores ...	...	145	145	...	...	...
		2,640	1,594	4,234	...	...	...
	Supervision at 4% on total ...	...	...	169	...	...	...
	Total ...	...	...	4,403	...	...	...

MANUBHAI N.,

Minister of the Baroda State.

R. WOOLLCOMBE,

*Agent, B. B. & C. I. Railway.**Dated 24th February 1917.*

SCHEDULE III.

Statement shewing the cost of other works provided by the B. B. & C. I. Railway for the joint use of B. B. & C. I. and Kosamba-Zankhvav Railways at Kosamba Junction [Clause II (c) of the Agreement].

Nil.

MANUBHAI N.,
Minister of the Baroda State.

R. WOOLLCOMBE,
Agent, B. B. & C. I. Railway.

Dated 24th February 1917.

SCHEDULE IV.

Statement shewing the cost of Revenue Works provided by the B. B. & C. I. Railway for the joint use of the B. B. & C. I. and Kosamba-Zankhvav Railways at Kosamba Junction [Clause II (d) of the Agreement].

Nil.

MANUBHAI N.,
Minister of the Baroda State.

R. WOOLLCOMBE,
Agent, B. B. & C. I. Railway.

Dated 24th February 1917.

SCHEDULE V.

Statement shewing the cost of land and works provided by the B. B. & C. I. Railway for the exclusive use of the Kosamba-Zankhvav Railway at Kosamba Junction [Clause II (e) of the Agreement].

Serial No.	Name of work.	ESTIMATED COST.		Total.	ACTUAL COST.		Total.
		Cash.	Stores.		Cash.	Stores.	
		Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	Land 3'9697 acres at 400 per acre ...	1,588	...	1,588	...	...	...
2	Sub grade work. Earthwork ...	1,302	...	1,302	...	...	...
		2,890	...	2,890	...	...	...
	Supervision at 4% on Total ...	...	...	115	...	...	...
	Total ...	...	...	3,005	...	...	...

MANUBHAI N.,
Ministêr of the Baroda State.

R. WOOLLCOMBE,
Agent, B. B. & C. I. Railway.

Dated 24th February 1917.

Note.—Government sanction accorded for the Agreement, dated 6th December 1915, vide Railway Board's letter No. 628-T/16, dated 2nd June 1916, to the Agent, Bombay, Baroda and Central India Railway.

KOSAMBA-ZANKHVAV RAILWAY.

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HIS HIGHNESS THE GAEKWAR'S PETLAD-VASO RAILWAY.

Heads of Agreement between the Government of His Highness the Maharaja Gaekwar of Baroda, hereinafter called His Highness' Government, and the Bombay, Baroda and Central India Railway Company, hereinafter styled the Company, for the working of His Highness' Railway from Petlad, a Station on His Highness the Gaekwar's Petlad Railway to Vaso, on the 2' 6" gauge, hereinafter called the Petlad-Vaso Railway.

1. (a) Under the conditions hereinafter recited, the Company agree to work, on behalf of His Highness' Government, the Petlad-Vaso Railway and such extensions as it may be agreed upon between His Highness' Government and the Company to include in this arrangement.

(b) The arrangements herein laid down shall be in force from the date of the opening of the Railway for traffic, but may at any time thereafter be terminated on one year's notice from either party to the Agreement. But such notice shall expire only on either the 30th September or the 31st March in any year.

2. All communications (except those of a routine nature) between His Highness' Government and the Company under this Agreement shall pass through the Resident at Baroda.

3. The Company shall be subject in all respects, with reference to the Petlad-Vaso Railway, to the same control by the Railway Board as they are with regard to their own line.

4. The Petlad-Vaso Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level crossings, signals, signal lamps, cash safes, station paulins, rolling-stock, engine and repairing sheds, wagon sheets and ropes, provision for water-supply, tools and plant for all departments and all other necessary appliances for working the line, shall be provided by and at the cost of His Highness' Government, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by the Company at the cost of His Highness' Government.

5. The Company shall maintain and work the Petlad-Vaso Railway and shall have the entire control of the train and traffic arrangements, appoint all necessary staff, and provide all necessary labour and materials for the proper and efficient maintenance and working of the Railway, the cost being borne by His Highness' Government.

6. The Company shall be responsible for the collection of all the revenue appertaining to the Petlad-Vaso Railway, including such rents, as may be charged under the Company's rules to any of their servants or the servants of His Highness' Government occupying dwelling houses, the property of His Highness' Government, and shall pay the same into the Treasury and shall credit the amount to the Revenue Account of the Petlad-Vaso Railway. But the Petlad-Vaso Railway shall not be entitled to share in any miscellaneous receipts, such as fees charged to platform vendors, sale proceeds of unclaimed property, &c., which may be realized in connection with the working of Petlad Junction. These receipts shall be credited entirely to the Gaekwar's Petlad Railway.

7. The Company shall furnish His Highness' Government, through the Resident at Baroda, with a weekly return of approximate earnings of the Petlad-Vaso Railway and at the close of each half-year,* with a full account both of receipts and expenditure under detailed heads.

8. Advances shall be made by the British Government Treasury to meet the cost of working the Petlad-Vaso Railway. The account as between the British Government and His Highness' Government shall be finally adjusted at the close of each half-year,* as soon as possible after the Revenue Account is rendered, and the balance in favour of, or against, His Highness' Government shall then be paid over to it, or by it, as the case may be.

Note.—Under a Supplemental Agreement dated 17th June 1915 between the Maharaja Gaekwar of Baroda and the B. B. & C. I. Railway Company, the Company undertook to work and maintain the Vaso-Pihij Section of the Nadiad-Kaira Railway until its incorporation with that Railway, on and from the date it is opened for traffic. The expression "Petlad-Vaso Railway" wherever used in the original Agreement includes the Vaso-Pihij Section. *Vide* clauses 1, 2 and 3 of the Supplemental Agreement.

* The period of the half-year to be the same as obtains on the Company's line.

9. (a) The fares to be charged for coaching traffic and the rates to be charged for goods traffic shall be fixed from time to time by the Company in communication with, and subject to the approval of, His Highness' Government.

(b) In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic, and the classification of goods on the Petlad-Vaso Railway shall, as far as may be, conform to those generally in force on the Bombay, Baroda and Central India Railway.

(c) For the present the fares and rates for local passenger and goods traffic over the Petlad-Vaso Railway shall be as under:—

Passengers.

Upper class, 9 pies per mile.

Lower do. 3 do.

Goods.

Special class, 0·35 pie per maund per mile.

1st do. 0·4 do.

2nd do. 0·6 do.

3rd do. 0·8 do.

4th do. 1·0 do.

5th do. 1·2 do.

Explosives, including dangerous goods or X class, 1·5 pies per maund per mile.

(d) Mails and Postal Officers on duty will be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

(e) Through rates shall ordinarily be the sum of the local rates to the junction, but special agreement may be come to in regard to through traffic.

(f) The same terminals shall be charged on different descriptions of traffic on the Petlad-Vaso Railway as on the Bombay, Baroda and Central India Railway, and they shall be divided as under:—

(i) On *bonâ fide* local traffic on the Petlad-Vaso Railway, the whole terminal shall be credited to the receipts of that Railway.

(ii) On through traffic between stations on the Petlad-Vaso Railway and stations on the Bombay, Baroda and Central India Railway Company's System, including the Gaekwar's Petlad and Tarapur-Cambay Railways, any amount which the Company may have to pay out for cartage shall first be deducted from the terminal and the residue shall then be credited equally between the Section of the Bombay, Baroda and Central India Railway Company's System concerned and the Petlad-Vaso Railway.

(iii) The full share of the terminal charges on traffic with lines other than those comprised in the System worked by the Bombay, Baroda and Central India Railway, originating or terminating on the Petlad-Vaso Railway, shall be credited to the Petlad-Vaso Railway.

10. The expenses of working the Petlad-Vaso Railway shall be ascertained and paid by His Highness' Government as follows:—

(a) *Maintenance of Way, Works, &c.*—A separate account to be kept of all expenditure incurred in the maintenance of the permanent-way, works and buildings on the Petlad-Vaso Railway and the cost thereof, together with the salary of Staff actually employed on the line shall be charged to His Highness' Government.

(b) *Locomotive and Carriage & Wagon.*—A separate account to be kept of all expenditure incurred in the working, maintenance and renewals of the Locomotive and Carriage and Wagon stock of the Petlad-Vaso Railway and on any work debitable to the revenue of the Petlad-Vaso Railway done for that line in the shops of the Company, and the cost thereof charged to His Highness' Government.

(c) *Traffic*.—All expenditure incurred in the working of traffic, including salaries of Signallers on the Petlad-Vaso Railway, shall be separately accounted for and borne by His Highness' Government.

(d) *Telegraph*.—The telegraph line along the Petlad-Vaso Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance payable by His Highness' Government as may from time to time be in force on State Railways. The Company will work the line in strict accordance with the rules which have been, or which from time to time may be authorized by the Governor-General in Council for the working of licensed Railway telegraph lines in British India.

The telegraph instruments at stations on the Petlad-Vaso Railway, including the one instrument provided at Petlad Junction solely for the telegraph work of the Petlad-Vaso Railway shall be maintained by the Company, and a charge of Rs. 4 per instrument per month shall be paid by His Highness' Government. The cost of maintenance of the other telegraph instruments at Petlad Junction appertaining to the Anand-Petlad Railway shall be borne by the Company.

(e) *Police*.—His Highness' Government shall provide and maintain for the purpose of the Petlad-Vaso Railway such a force of Police as His Highness' Government may, in consultation with the Company, deem necessary for the protection of the line and of property in the trains and at stations. The cost of the force shall be defrayed by His Highness' Government.

(f) *General Charges*.—Medical expenses, charges for printing, stationery, advertising and all other general services shall be borne by His Highness' Government.

(g) *Contribution to Provident Fund*.—A contribution from the net earnings of the Petlad-Vaso Railway shall, on completion of the half-yearly accounts, be deducted and paid into the Provident Fund of the Bombay, Baroda and Central India Railway, the benefits of which will be shared by the employes of the Petlad-Vaso Railway. The basis on which this contribution is calculated shall be the same as obtains on the Bombay, Baroda and Central India Railway.

(h) *Compensation*.—All compensation of any character for loss or damage, or on account of any accident or occurrence on the Petlad-Vaso Railway, arising from any cause for which a Railway Company would be liable under the law in force in British India, shall, if paid by the Company, be charged to His Highness' Government.

All losses or claims for compensation at Petlad Junction shall be charged as under :—

(i) *On Local Traffic*.—To the Railway whose traffic it is.

(ii) *On Through Traffic*.—To the Joint Station Expenses account.

Specific recoveries from the Joint Staff shall be credited to the claims on account of which they are made.

(i) *Special and Miscellaneous Expenditure*.—All other expenditure such as law charges, rents of buildings and other miscellaneous items shall be borne by His Highness' Government.

(j) *Superintendence*.—A sum equal to 10 per cent. on the total working expenses for the half-year, but not less than Rs. 300 (three hundred rupees) per mensem, shall be charged to His Highness' Government to cover the cost of Superintendence, including the Executive Engineer, the Loco. Foreman, the District Traffic Superintendent and general expenses of management and Audit. This payment will not be held to cover supervision on Special Revenue works or on renewals carried out for the Petlad-Vaso Railway in the Company's Workshops for which supervision charges shall be levied according to the rules in force from time to time on the B. B. & C. I. Railway.

11. (a) No charge for interest and maintenance shall be made to the Petlad-Vaso Railway for the use of the station buildings and conveniences already existing at Petlad Junction station and these works shall be entered in Schedule I for purposes of reference.

(b) The cost of all works necessary for the Joint working of traffic between the two Railways shall be provided by or at the cost of the Gaekwar's Petlad

Railway and no charge for interest thereon shall be made against the Petlad-Vaso Railway. These works shall be accounted for under separate schedules as under :—

(i) Schedule II shall comprise all works and equipment (except ballast and permanent-way which shall be provided at the cost of and maintained by each line) debitable to either Capital or Revenue for transshipment purposes and maintenance charges at $2\frac{1}{2}$ per cent. per annum on half the cost thereof shall be debited to the Petlad-Vaso Railway.

(ii) Schedule III shall comprise all other works and equipments which may at any time be provided at Petlad for the joint use of the two Railways (except ballast and permanent-way which shall be provided at the cost of and maintained by each line for its own gauge) and all additions and alterations thereto and also to any existing facilities the cost of which exceeds Rs. 1,000. Maintenance charges at $2\frac{1}{2}$ per cent. per annum on the total cost of works entered in this schedule as it stands from time to time shall be debited to the Joint Station Expenses Account. Additions and alterations as mentioned above which cost Rs. 1,000 and under shall be charged outright to the Joint Station Expenses Account. These items shall be entered in Schedule IV and maintenance charges at $2\frac{1}{2}$ per cent. per annum thereon shall be debited to the Joint Station Expenses Account.

(c) The original cost of works which may from time to time be dismantled to admit of additions and improvements in the interests of the Petlad-Vaso Railway, shall be struck out of the respective schedules and the amount together with dismantling charges less the value of material released shall be debited to the Petlad-Vaso Railway. The cost of works dismantled to facilitate the interchange of traffic at Petlad Junction shall be struck out of their respective schedules and the amount together with dismantling charges less value of materials released shall be borne equally by the Gaekwar's Petlad and the Petlad-Vaso Railways.

(d) Works required for the sole use of the Petlad-Vaso Railway, including lines and sidings, comprising earthwork, ballast, sleepers, points and crossings and permanent-way, shall be provided and maintained by and at the cost of the Petlad-Vaso Railway.

12. The cost of working the joint station at Petlad Junction (excluding Police Staff) for joint purposes and charges for maintenance on joint works, &c., debitable to Joint Station Expenses under clause II shall be divided between the two Railways as under :—

(a) Each Railway shall bear the cost of handling goods in connection with its own goods booked between Petlad Junction Station and any station or *via* any station on its own Railway or connected Railways and beyond.

(b) The cost of Establishment including labour charges incurred at the Goods Tranship platforms shall be divided equally between the two Railways.

(c) The remainder of the Joint Working Expenses shall be apportioned between the B. B. & C. I. Railway (workers of the Gaekwar's Petlad Railway) and the Petlad-Vaso Railway in the following manner :—

(1) One-fifth to be paid by the B. B. & C. I. Railway as their share of the cost of working the Gaekwar's Petlad Railway untranshipped through Coaching and Goods traffic.

(2) The balance to be divided in the proportions of $\frac{3}{5}$ ths to the Petlad-Vaso Railway and $\frac{2}{5}$ ths to the B. B. & C. I. Railway. These proportions to be revised if necessary (in the light of experience) after periods of 5 years.

Note.—The share of Joint Working Expenses (including maintenance and other charges) at Petlad payable by the Petlad-Vaso Railway under this clause shall be wholly credited to the Company.

13. All money transactions under this Agreement, as between the Bombay Government, His Highness' Government and the Company shall be in British Government Rupees, and the Company are to accept the British Currency only in payment of fares and rates.

14. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, His Highness' Government and the Company.

15. His Highness' Government shall hold the Company harmless and indemnified from and against all losses, suits, damages, costs, charges, expenses, claims and demands whatsoever (including all legal costs and charges incurred by the Company) to which the Company may become subject or liable whether jointly with His Highness' Government or any other person or persons or alone for or in respect of any damage due or alleged to be due to any insufficiency or alleged insufficiency or the location of any bridges, culverts, waterways or other works constructed on the Petlad-Vaso Railway or for or in respect of the interference or alleged interference with the natural drainage of the country by the construction of the Petlad-Vaso Railway or for or in respect of any accidents caused or alleged to be caused by faulty design or by defective construction of ways and works or to the use of inferior materials employed in the construction of ways and works or any of them.

16. The Indian Railways Act of 1890 and the Standing Regulations of the Company as applicable to the Bombay, Baroda and Central India Railway, as approved by the Governor-General in Council under the Indian Railways Act which have been accepted by His Highness' Government shall apply to the Petlad-Vaso Railway. The above Act and Standing Regulations shall, within Railway limits on the Petlad-Vaso Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried. All such offences shall be tried by duly constituted Magistrates appointed by His Highness' Government, provided that all servants of the Company, who are British subjects, shall have the right of making representation to the Resident at Baroda whose advice will be duly attended to.

17. The foregoing clauses are subject to confirmation by the Government of India and the Board of Directors of the Company.

Note.—Government sanction accorded, *vide* Railway Board's letter No. 667-T., dated 10th May 1916, to the Agent, B. B. & C. I. Railway.

V. P. MADHAVA RAO,
Minister of the Baroda State.

R. WOOLLCOMBE,
Agent, B. B. & C. I. Railway.

Dated 17th November 1914.

SUPPLEMENTAL AGREEMENT dated this seventeenth day of June One thousand nine hundred and fifteen between the Government of His Highness the Maharajah Gaekwar of Baroda and the Bombay, Baroda and Central India Railway Company.

WHEREAS on the seventeenth day of November one thousand nine hundred and fourteen an agreement (hereinafter referred to as the "original agreement") was entered into between the Government of His Highness the Maharajah Gaekwar of Baroda (hereinafter called "His Highness's Government") and the Bombay, Baroda and Central India Railway Company (hereinafter styled "the Company") under which the Company among other conditions agreed to work a line of Railway from Petlad, a station on His Highness's Petlad Railway, to Vaso (hereinafter referred to as the "Petlad-Vaso Railway").

AND WHEREAS by an arrangement made direct by His Highness's Government with the promoters of the Nadiad-Kaira Railway His Highness's Government have since constructed (on the 2' 6" gauge) the section of the line between Vaso and Pihij, a distance of about $3\frac{1}{2}$ miles, which will be an integral part of the Nadiad-Kaira Railway.

AND WHEREAS His Highness's Government have requested the said Company to work the Vaso-Pihij Section as soon as the same is open for the public carriage of traffic.

The said Company have consented to work the said section of Railway upon the terms and conditions hereinafter set forth and agreed to as follows :—

1. The said Company shall on behalf of His Highness's Government work and maintain the Vaso-Pihij Section as an integral part of the Petlad-Vaso Railway until its incorporation with the Nadiad-Kaira Railway, on and from the date it is opened for the carriage of public traffic.

2. The expression "Petlad-Vaso Railway" wherever used in the original agreement shall and it is hereby held to include the Vaso-Pihij Section.

3. The terms and conditions specified in the original agreement shall in all respects apply to the Vaso-Pihij Section as if the same formed part and parcel of the Petlad-Vaso Railway.

IN WITNESS whereof Reginald Woollcombe, the Agent of and on behalf of the Bombay, Baroda and Central India Railway Company, and Manubhai Nandshanker for Minister of the Baroda State on behalf of Highness's Government have hereunto set their respective hands the day and year first above written.

Signed by the said Reginald Woollcombe,
the Agent of the Bombay, Baroda and Central
India Railway Company, in the presence of }

R. WOOLLCOMBE.

A. C. OWEN,

Secretary to Agent, B. B. & C. I. Railway]

Signed by the said Manubhai Nand-
shanker, for Minister, in the presence of }

MANUBHAI NANDSHANKER.

V. D. SATGHARE,

Manager, Huzur English Office.

PETLAD-VASO RAILWAY.

Includes the Vaso-Pihij Section of the Nadiad-Kaira Railway until its incorporation with that Railway—vide Supplemental Agreement dated 17th June 1915.

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THIS AGREEMENT made the thirtieth day of April One thousand nine hundred and fourteen BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called "the Secretary of State") of the one part and LOWTHER ROBERT WINDHAM FORREST, Sir HENRY EDWARD EDDLESTON PROCTER, Knight, THOMAS WILLIAM BIRKETT, WALTER HENRY OGSTON and HAROLD PERCIVAL HEBBLETHWAITE, Merchants, carrying on business in partnership at Bombay and elsewhere in India under the style or firm of Messieurs Killick Nixon and Company (hereinafter called "the Promoters") of the other part.

WHEREAS a Joint Stock Company known as the Guzerat Railways Company, Limited, has been duly incorporated under the Indian Companies Act, 1882, with a nominal capital of Fifty Lakhs of Rupees divided into Shares of Rupees one hundred each the whole of which is to be raised and obtained in India and with powers sufficient to enable it to provide for the execution, carrying out, and fulfilment of, or to execute, carry out, and fulfil all the works, duties, and liabilities which under the scheduled contract would have to be executed, carried out, and fulfilled by or on behalf of the Company party thereto, and to raise additional capital for the purposes aforesaid, And Whereas such portion of the capital of the said Company as is considered satisfactory by the Secretary of State has been subscribed for payment to the said Company And Whereas the promotion and formation of the Company has been carried out in accordance with the terms and conditions sanctioned by the Secretary of State by and at the expense of the Promoters who prior to and in consideration of such formation have requested the Secretary of State to enter into such undertaking as is hereinafter contained.

Now it is hereby agreed as follows :—

1. If the Company shall on or before the thirtieth day of April One thousand nine hundred and fourteen duly and formally execute in duplicate an Indenture identically in the words and figures of the scheduled contract with the addition of the date thereof, or with such modification of detail as may be agreed upon between such Company and the Secretary of State, and shall on or before the said thirtieth day of April One thousand nine hundred and fourteen deliver to the Secretary of State the said Indenture in duplicate duly executed as aforesaid, the Secretary of State will at any time afterwards, upon the request in writing of the Promoters, execute the said Indenture which shall thereupon become binding upon both parties thereto, and will deliver one part of such Indenture to the said Company.

2. The Secretary of State will recognise the payment out of capital by the said Company to the Promoters of a commission of six per cent on the said capital of fifty Lakhs of Rupees or on so much thereof as shall be subscribed for the time being for the construction of the Nadiad-Kapadvanj and Godhra-Lunawada Railways which commission shall cover all remuneration to the Promoters for their trouble and all expenses incurred by them (other than commission on stores and the actual outlay incurred by the Promoters on behalf of the Company on account of supervision of works and audit, and the cost of registration and stamps) of or in connection with the floating of the said Company.

3. A statement shall be inserted in every prospectus, notice, or advertisement of the said Company, inviting subscriptions for capital, that the Secretary of State accepts no responsibility for the estimates of the cost of the proposed undertaking or its probable profits after completion.

IN WITNESS WHEREOF Thomas Rayan being a Secretary to the Railway Board acting in the premises for and on behalf of the Secretary of State and Lowther Robert Windham Forrest, Sir Henry Edward Eddleston Procter, Knight Thomas William Birkett, Walter Henry Ogston and Harold Percival Hebblethwaite have hereunto set their hands the day and year first above written.

THE GUZERAT RAILWAYS COMPANY, LIMITED.

THIS INDENTURE made the 30th day of April 1914, between the Secretary of State for India in Council of the one part, and the Guzerat Railways Company, Limited, a Company incorporated under the Indian Companies Act, 1882, and having its registered office situate at Bombay of the other part. WITNESSETH and it is hereby agreed and declared as follows:—

INTERPRETATION OF TERMS.

1. In this Contract—

The expression "the Secretary of State" means the Secretary of State in Council of India.

The expression "the Company" means the Company party to these presents.

The expression "the said railways" means the railways mentioned in the third clause of this contract together with all the appurtenances thereof.

The expression "gross earnings" means and includes the gross earnings to be derived from the working of the said railways, also the rents of any buildings belonging to the Company and occupied by servants of the Company or others, which may be charged to the occupiers of such buildings under the rules in relation thereto for the time being in force on railways of a similar gauge in India, and tolls on bridges and other sources of income which are treated as revenue on Indian railways generally, but does not include either profits derived from the sale of shares or transfer fees, or book entries for the carriage of stores to be used in the maintenance or working of the said railways, or for services rendered and work done in relation thereto, respectively, and for which no cash payment is made nor any sum allowed by way of rebate under clause 4 of schedule II.

The expression "net earnings" has the meaning attributed to it in clause 3 of schedule II attached hereto.

The expression "months" means calendar months.

The expression "year" means a period of twelve months from 1st April to 31st March.

The expression "half-year" means a period of six months either from 1st April to 30th September or from 1st October to 31st March.

The expression "the Act" means the Indian Railways Act, 1890.

DURATION OF CONTRACT.

2. This Contract shall continue in force until it shall be determined under any provision hereinafter contained in that behalf.

CONSTRUCTION OF RAILWAYS.

3. The Company shall construct, complete and make ready and fit for opening for public traffic throughout on a route to be selected and determined by the Secretary of State, a railway, from the Bombay, Baroda and Central India Railway Station at Nadiad to Kapadvanji; and a railway from the Bombay, Baroda and Central India Railway Station at Godhra to Lunavada and also if the Secretary of State shall agree to their construction by the Company and subject to such terms and conditions as the Secretary of State and the Company may from time to time agree all such extensions of the said railways or either of them and such branch or feeder lines as the Secretary of State shall from time to time during the continuance of this contract sanction and determine with such stations, station yards, sidings, crossing places, bridges, viaducts, offices, warehouses, houses for employes, rolling stock, fixed and moveable machinery, tools and plant, office furniture and equipment, conveniences, and works as shall be necessary or proper for the purposes of the said railways either as regards the due working of the same or as regards the permanence of the same, and the protection of the same from destruction or injury by inundation, tempest, or otherwise,

4. The Secretary of State shall from time to time provide free of cost to the Company the land in British territory which he shall consider requisite for the construction of the said railways and for the stations, station yards, sidings, crossing places, bridges, viaducts, offices, warehouses, houses for employes, conveniences, and works necessary or proper for the purposes of the said railways (including land permanently or temporarily required for quarrying, ballast, brick-fields, and kindred purposes), and shall allow the Company to have possession during the continuance of this contract of the land so provided. The Company shall, from time to time, with the sanction of the Secretary of State, as soon as practicable, relinquish to the Secretary of State such of the land of which the Company shall have been allowed possession under this Contract as shall for the time being have become unnecessary to be retained by the Company for any of the purposes of this contract. And as often as in the opinion of the Secretary of State it shall appear to be unnecessary that the Company shall retain possession of any particular land of which the Company shall have been allowed possession under this contract, the Secretary of State shall certify such his opinion to the Company. Upon receipt of such certificate, or so soon thereafter as may be, the Company shall state in writing whether it acquiesces in the opinion of the Secretary of State or whether it objects thereto, and if so, the grounds of its objection. If no objection is stated by the Company, or if the grounds of its objection (if any) are not in the opinion of the Secretary of State sufficient, the Company shall upon the requisition of the Secretary of State, forthwith relinquish to him the land in question.

5. The said railways shall be built to the 2' 6" gauge and to the standard specified in Schedule I and shall, as regards rolling stock, permanent way, station accommodation and general structural character, be subject to the approval of the Secretary of State. Surveys, designs, specifications, and estimates in relation to the construction or execution of the said railways and stations, and other work shall, so far as the same shall be required by the Secretary of State, be furnished by the Company to the Secretary of State, and shall be subject to his approval.

Provided always that the Company shall have access to all surveys, plans, estimates, or information prepared or obtained by the Secretary of State for facilitating the construction of the said railways, but the Secretary of State will accept no responsibility for the accuracy of any such surveys, plans, estimates, or information.

6. The construction of the said railways shall be carried out by the Company with all possible efficiency and in accordance with the standard designs and specifications to be approved by the Secretary of State and under the inspection of Engineers to be from time to time appointed by him for such purpose in India and the Company shall not undertake or carry out any individual work in connection with the said railways until the alignment and the detailed plans and estimates for the said railways have been approved by the Secretary of State.

The Company shall at all time give every facility to the Secretary of State or the Officers from time to time appointed by him for the purpose for inspecting the said railways and works during construction and after the same shall be completed and open for traffic.

7. Except with the sanction of the Secretary of State the Company shall not enter into any agreement or make any arrangement with any contractor or firm of contractors to construct and complete the said railways for a fixed lump sum or to construct any portion of it on the basis of lump sum per mile.

8. All the expenditure by the Secretary of State on account of surveys or otherwise in connection with the said railways certified by the Secretary of State under his authority, shall be repaid to him by the Company on demand and such certificate shall be accepted by the Company as conclusive.

9. The Company shall from time to time furnish the Secretary of State with full particulars of all expenditure incurred by them on account of the said railways under this contract, and any other information that he may require in respect of any works, transactions, matters or things relating to the said railways.

10. The Secretary of State shall from time to time notify to the Company the route of the said railways so far as such route shall from time to time have been determined by him.

11. The Secretary of State shall have power to determine the situation and dimensions of all stations, station yards, offices, warehouses, houses for employes, conveniences and works to be constructed in connection with or as part of the said railways.

12. The Secretary of State will provide and maintain such a force of police as, with the approval of the Secretary of State, shall from time to time be required for the protection of so much of the said railways as shall for the time being be under construction. The cost of providing and maintaining such police shall be taken to be as from time to time stated by the Secretary of State and a proportion or share thereof shall, if required be paid from time to time from the capital funds of the Company to the Secretary of State on demand.

13. All electric telegraphs and telegraphic appliances along or upon the said railways, or any part or parts thereof, or any land or works belonging thereto from time to time required by the Company will be constructed and maintained by the Secretary of State who may maintain, use and work the same electric telegraphs and telegraphic appliances as he shall think fit and may also erect, maintain, make, do, and execute on the said railways, or on any lands or works belonging thereto, all such buildings, machinery, works, acts and things as he shall consider necessary or proper in relation to the construction, maintenance, use and working of the said electric telegraphs and telegraphic appliances. The Secretary of State shall be exclusively entitled to the possession of all buildings, machinery, works, and appliances erected or brought by him under the powers conferred on him by this clause on the said railways, or on any land or works belonging thereto, but it shall be lawful for the Company to use the same or any part thereof for the purposes of the said railways subject to the payment to the Secretary of State of rent at such rates as may from time to time be fixed by Government.

14. The Company shall if so required by the Secretary of State construct and maintain to the satisfaction of the Secretary of State at all stations and elsewhere on the said railways suitable buildings and accommodation for Post Offices and the postal staff employed in connection there with and the Company shall be entitled to receive in respect of the same a rent at a rate not exceeding $7\frac{1}{2}$ per cent. on the capital cost of such buildings and accommodation.

15. The financial terms and conditions as between the Secretary of State and the Company on which the construction and working of the said railways are sanctioned shall be those mentioned in Schedule II.

OPENING OF THE RAILWAYS.

16. From time to time, when and so often as an inspecting officer acting on behalf of the Secretary of State shall have certified that the whole or any part of the said railways has been constructed in accordance with the provisions herein contained and is ready and fit for the conveyance of passengers and goods, there shall be prepared by some person duly empowered by the Company in that behalf, and at the expense of the Company, a specification of such whole or part as aforesaid of the said railways, describing the nature and quality of the works and setting out fully the general details of the constructions of the same as regards earth works, bridges, ballast, permanent way, station buildings and all other matters and things of a permanent character so as to show in every particular the standard up to which the works have been constructed, together with plans and working drawings of the same and also an account showing the amount of capital moneys expended thereon. Such specification, plans, working drawings, and account, hereinafter called documents, when approved by the Secretary of State shall be signed by the Government Inspector, or other officer or officers duly authorised in that behalf to act on behalf of the Secretary of State and by the Agent of the Company or some other officer duly empowered to act on behalf of the Company, and shall be retained by the Secretary of State. The said specification, plans, drawings and account shall from time to time be revised and completed up to date as occasion shall require.

17. As soon as may be after the said documents have been so approved and signed as aforesaid, such part of the said railways as the said specification, plans, drawings and account respectively refer to shall be opened for public traffic and may be worked in the manner hereinafter mentioned.

MAINTENANCE AND WORKING.

18. The Company shall thenceforth until the determination of this contract, in a suitable and efficient manner and to the satisfaction in all respects of the Secretary of State, work and maintain the said railways or such part or parts thereof as shall for the time being have been so opened, and provide and maintain as aforesaid all rolling stock necessary for the suitable proper and efficient working thereof. The amount to be spent each year by the Company on managing, working and maintaining the said railways shall be subject to the approval and sanction of the Secretary of State.

19. The Company shall cause to be run so many trains at such times, between such stations, at such rates of speed and with such conveniences and accommodation as the Secretary of State may from time to time require.

20. The Company when required shall perform and carry out all services in connection with the Post Office, Army, Police and other Departments of Government as are usually performed and carried out by State Railways of a similar gauge in the same manner and subject to the same regulations and conditions as to rates and otherwise as are for the time being in force on such Railways and generally all the business connected with the management and maintenance of the said railways and conducting the traffic thereon, including police and telegraphs and telegraphic appliances, shall in all respects, as far as practicable, be carried on in the same manner and subject to the like regulations and conditions.

21. The rates and fares for the carriage of goods and passengers over the said railways and every portion thereof shall be such as may from time to time be agreed upon between the Secretary of State and the Company and the classification of goods thereon shall be in conformity with that from time to time in force on State Railways in India of a similar gauge. Provided that in making charges to the public within the sanctioned maxima and minima, the Company shall not calculate the same otherwise than in accordance with the rates authorized and shall make no rebate or other concession which will have the effect of bringing any rate actually paid below the minima authorized.

22. If the Company shall, with the approval of the Secretary of State, provide on any of the bridges forming part of the said railways, roadways for foot passengers, cattle, or carts, or other vehicles, the Company shall be at liberty to charge tolls on or in respect of the traffic over such roadways according to tariffs to be settled by the Secretary of State.

ALTERATIONS, IMPROVEMENTS AND ADDITIONS.

23. The Secretary of State may from time to time give notice in writing to the Company of any reasonable alteration, amendment, improvement or addition which may, in his opinion, be required to be made in or to any part of the said railways or any of the stations or works belonging thereto, either for the protection and security of the works and stations, the safety of passengers or of the public or for meeting the development of traffic on or for the effectual working of the said railways or otherwise. Such notice shall specify the alteration, amendment, improvement, or addition required and shall also in general terms describe the works to be executed for the purpose of effecting the same, and state approximately what such works are expected to cost. The Secretary of State shall provide, free of cost to the Company, any land in British territory that may be requisite for the purpose of the said works. Any land provided under the provisions of this clause shall, as between the Secretary of State and the Company, be subject as nearly as may be to the stipulations and provisions to which it would have been subject under the contract if it had been land provided by the Secretary of State for the original construction of the said railways, or the works necessary or proper for the purpose thereof, and the said works when executed shall be deemed for all purposes of this contract to be works belonging to the said railways and the Company and the Secretary of State shall, subject to the provisions hereinafter contained, respectively be in the like relative positions in respect to the approval of the plans and designs and the construction examination and inspection of such works and the supply of funds for such construction as they respectively would have been in if the said works had been part of the

original works belonging to the said railways. If on receiving any notice under this clause the Company shall fail or neglect to carry out within six months any such works for which under this clause they are liable, the Secretary of State shall be at liberty to provide all or any of the moneys required for the said works and to expend the same in the execution of such works and the Company shall from time to time on demand pay to the Secretary of State, or into such Government Treasury in India as he shall from time to time appoint for the purpose, a sum equal to the amount which the Secretary of State shall from time to time have expended in manner aforesaid as stated by him; and until repayment the Secretary of State shall also be entitled to receive from the sums payable to the Company by way of rebate, or from the gross earnings of the said railways, interest at 5 per cent. on funds so applied. Provided always that in case the Company shall object to the reasonableness of any work estimated to cost more than Rs. 10,000 required by the Secretary of State to be done under the provisions of this clause for meeting the development of traffic, or for any reason other than the safety of passengers or of the public or the effectual working of the railways in the manner above provided, and the Secretary of State shall not withdraw his notice for the execution of the work, the matter in difference shall be referred to arbitration under the provision for arbitration contained in clause 43 hereof and the Company shall not be bound to carry out the same or provide the funds therefor until an award on such reference is made upholding the reasonableness of the requirement of the Secretary of State. The cost of such reference shall be borne in such manner as the arbitrators shall award, and if and so far as such cost shall be directed to be borne by the Company, the same shall be a charge against the capital of the Company.

24. The cost of works the execution of which shall be required under the last preceding clause and shall be carried out by the Company shall be dealt with on the principles laid down in clause 31 hereafter.

CAPITAL, EXPENDITURE.

25. Subject to such powers as the Secretary of State may from time to time delegate to the Company, the Company shall submit all estimates the cost of which is from time to time intended to be charged to capital for the previous sanction of the Secretary of State and no capital expenditure shall be incurred unless the prior sanction of the Secretary of State shall have been obtained thereto.

26. Whenever the expenditure on account of the said railways properly chargeable to capital under the provisions hereof shall exceed the sum for the time being subscribed and further moneys shall be required for the like expenditure, the Company shall raise such additional amount as shall be necessary to meet such expenditure, or to complete the said railways or of such additional works as may be required under the provisions of clause 23 of this Contract.

26A. Such amount of the paid up capital as may from time to time remain unexpended shall be invested or deposited at interest under the direction of the Secretary of State and in the name of the Company.

27. The Company shall pay such amount as shall be approved by the Secretary of State on account of the cost of all surveys and estimates, audit supervision of work and other expenses undertaken on behalf of the Company for the purpose of the said railways before the date of the opening of the same for traffic throughout inclusive of the cost of and incidental to the formation and registration of the Company and may charge the same as capital expenditure of the said railways. The Company shall credit the capital account of the said railways with all profit received on account of shares forfeited and sold.

28. The Company may pay out of capital to the Promoters as provided in the agreement made the 30th day of April 1914 between the Secretary of State and the Promoters the commission of six per cent. payable to the Promoters and any other expenses provided for in clause 2 of the said agreement.

RESTRICTION ON RAISING OF NEW CAPITAL.

29. The Company shall not, during the continuance of this Contract, without the sanction in writing of the Secretary of State first obtained at any time

increase its share or stock capital, or borrow any moneys, but this stipulation shall not necessitate the sanction of the Secretary of State to the borrowing of money by the Company at a reasonable rate of interest for *bona fide* temporary purposes.

ACCOUNTS.

30. The Company shall keep or cause to be kept in rupee currency in India distinct and separate revenue and capital accounts in the form required by the Secretary of State showing respectively the gross earnings of the said railways or of such part or parts thereof as shall for the time being be open for public traffic and the receipts on account of capital and the amount of expenditure from time to time incurred and properly charged against revenue or capital respectively. Such account shall be made up half-yearly to the 30th day of September and 31st day of March in each year, and a summary thereof shall as soon as may be after such accounts are made up be rendered at the Company's expense to the Secretary of State. The Company shall also keep all such subsidiary accounts and vouchers as shall be proper and sufficient for the preparation and verification of such accounts, and the said accounts and vouchers shall be open at all reasonable times to inspection and transcription by the Secretary of State or the officers from time to time approved by him. And the Company shall afford or cause to be afforded to the Secretary of State and such officers all facilities for such inspection and transcription and shall, if required by the Secretary of State after delivery of the summary aforesaid, duly verify the amounts for such half year if after such verification the Company shall require any alteration to be made in any such account or summary, and if the Secretary of State shall not consent thereto the matter in difference shall be referred to arbitration under the provision for arbitration contained in clause 43 hereof.

The Company and its Managing Agents shall also record and keep in proper books full and particular accounts of all their transactions and proceedings including full and true minutes of all their meetings, meetings of Directors and correspondence, so as at all times to exhibit fully and truly the state of their affairs, and the Secretary of State or any person or persons appointed in that behalf shall at all reasonable times have free access to all such books, papers, and documents of the Company and Managing Agents relating to the said railways with power to call for or make copies of or extracts from the same.

31. In any case where any question may or might arise as to whether any expenditure in connection with the said railways is to be treated in the whole or in part as a charge on capital or how the same is to be dealt with, such questions shall be determined on the general principle that capital, besides bearing the cost of the original construction and completion of the said railways and the stations, station yards, sidings, crossing places, bridges, viaducts, offices, warehouses, houses for employes, fixed machinery, conveniences, and works belonging thereto, and of the original equipment of the said railways and its appurtenances with plant and fixed machinery, is to bear the cost of new works, of additional rolling stock, plant and fixed machinery, and of substantial improvements of and additions to old works, rolling stock, plant and fixed machinery, and that the cost of repairs, restorations, renewals, and replacements and substitutions is to be paid out of gross earnings. Provided, nevertheless, that any item of expenditure properly chargeable to capital, in accordance with this principle, on any part of the said railways opened to traffic shall from time to time, if not exceeding Rs. 1,000, be classed as a minor work and be paid out of the gross earnings to the extent of a sum equal to Rs. 20 per open mile of railway per annum and any excess in each year over that sum shall be charged to capital.

AUDIT.

32. The Accounts of the Company in relation to its expenditure and receipts shall from time to time be audited on behalf of the Secretary of State (if he shall so require) as well as on behalf of the Company, and the Company shall produce to the auditors or auditor all vouchers, books, accounts, papers, and documents of the Company necessary for the purpose of a proper and sufficient audit, and afford to them or him all facilities requisite for the performance of their or his duties. Any correction or alteration made in the accounts by any persons

or person who shall be acting as joint auditors or joint auditor on behalf both of the Company and of the Secretary of State shall be conclusive. If consequent on the audit of any auditor acting exclusively on behalf of the Secretary of State, the Secretary of State shall require any correction or alteration to be made in the accounts and the Company shall object thereto, the matter in difference shall be referred to arbitration under the provision for arbitration contained in clause 43 hereof. The necessary costs of the audit (other than the costs of such arbitration), and such of the cost of such arbitration as the arbitrators shall direct to be borne by the Company, shall be defrayed by the Company, and included in the capital account during construction and in the working expenses after opening.

MISCELLANEOUS.

33. The Secretary of State reserves to himself all rights in connection with any extension of the said Railways.

34. The Company shall not at any time during the continuance of the Contract, without the sanction in writing of the Secretary of State first obtained, engage in, or carry on, or employ any of its capital in any business other than the business of working the said railways under this Contract and any business incidental or subsidiary thereto, or participate or co-operate with any person, company, or corporation in carrying on any business other than as aforesaid.

35. The Secretary of State shall promote the passing by the Legislature in India of any Act or Acts which may be required to enable the Company to carry into effect this Contract.

36. No claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudicial effect upon the said railways, or the profits or working of the said railways of any Act of the Indian Legislature of general applicability for the time being in force, and the Company and its undertaking shall be subject to the provision of every such Act as last aforesaid.

37. Any notice, determination, decision, direction, requirement, requisition, demand, appointment, certificate, expression of opinion, approval or sanction to be given or signified on the part of the Secretary of State for any of the purposes of or in relation to this Contract, or any of the powers or provisions herein contained, shall be sufficient and binding on the Company if in writing signed by the Secretary of State, or one of his Under Secretaries, or by a Secretary of the Government of India, or by the Secretary to the Railway Board, or by any other officer or servant authorised to act on behalf of the Secretary of State in respect of the matters to which the same shall relate, and the Secretary of State shall not in any case be bound in respect of any of the matters aforesaid unless by some writing signed in the manner before mentioned in this clause.

38. The registered office of the Company shall at all times during the continuance of this Contract be situate in India.

39. The Company shall pay a share of the cost of the police force employed on the line if required on the basis in force on railways generally.

40. In the event of it being at any time or times necessary for any railway or tramway line to cross the said railways on the level or otherwise the Company shall not raise any objection to such crossing provided such reasonable expenses as may be incurred by the Company and are agreed to by the Secretary of State are paid to the Company by the administration of the railway or tramway authorised to cross.

41. Any other matter connected with said railways not specifically provided for in this Contract shall be subject to the provisions of the Railways Act, and of such subsidiary orders under the Act as the Railway Board may from time to time have issued or may issue.

DETERMINATION OF CONTRACT AND MATTERS CONSEQUENT THEREON.

42. The Secretary of State may determine this Contract in manner herein-after mentioned (that is to say) :—

1. If the Company shall fail to complete the said Railways and make the same ready to be opened for public traffic throughout by the 31st day of

January 1915 the Secretary of State, notwithstanding any grants of further time for the purposes aforesaid or any negotiation between the Secretary of State and the Company, may determine this Contract, by giving to the Company notice in writing of such determination (which notice is herein referred to as notice of determination) and the contract shall determine on the date of such notice being given.

2. The Secretary of State may, by giving to the Company notice in writing not less than 12 months prior to any of the dates next hereinafter mentioned (which notice is herein referred to as "notice of purchase"), determine this Contract (if then subsisting) either on the 31st day of March 1944 or on the 31st day of March in the last year of any subsequent period of ten years.
3. The Secretary of State may also, by giving to the Company 12 months' previous notice in writing (which notice is herein referred to as "notice of special purchase"), determine this contract (if then subsisting) at any time in the following cases:—
 - (a) When the Secretary of State considers it desirable that the gauge of the said railways should be altered.
 - (b) When it is desired to convert the said railways into a line of through communication.
 - (c) When the Secretary of State desires to extend the said railways (without altering the gauge or making the line part of a through route), and the Company is unable or unwilling to supply the necessary capital for such extension.

And if such notice be given the contract shall determine twelve months after the date such notice shall have been given.

And it is hereby agreed and declared that at the date as on which this Contract shall determine as hereinbefore provided, the Company, without acquiring or having the right to any compensation or payment from the Secretary of State in respect thereof except as hereinafter specifically provided, shall relinquish and give up to the Secretary of State possession of the said railways and all land of which he shall have allowed the Company to have possession under or for any of the purposes of this Contract (so far as not then already restored to the Secretary of State), together with all the stations, station yards, sidings, crossing places, bridges, viaducts, offices, warehouses, houses for employes, and other buildings and erections, fixed machinery, conveniences, works, bridges, rails, fixtures and plant then erected or being on the land to be relinquished and given up under this clause or in anywise belonging to the said railways or any part thereof, and shall also relinquish, give up and deliver to the Secretary of State all the rolling stock, moveable machinery, live stock, carriages, vehicles, plant and articles belonging to the Company, and appropriative either as regards purposes of construction or otherwise to the said railways or any part thereof or any works or adjuncts thereof and the then existing stock (if any) of stores belonging to the Company and appropriated, whether for the purpose of construction or otherwise, to the said railways or to any of the adjuncts thereof or to any part of the equipment thereof and shall also deliver to the Secretary of State all plans, drawings, surveys, sections, printings, books, accounts and documents whatsoever in anywise connected with, or with the construction of the said railways or any part thereof, or any of the works or adjuncts thereof, inclusive as aforesaid. All the particulars mentioned in this clause shall at the time when the Secretary of State shall under this clause become entitled to the delivery thereof, so far as not then already belonging to him, become his absolute property, free both as between the Secretary of State and the Company, and as between the Secretary of State and the incumbrancers (if any), from all incumbrances whatsoever created by the Company, it being the intention of the parties hereto that the Secretary of State shall not be affected by any mortgage charge or incumbrance of any kind created by the Company on any real or moveable property forming part of, belonging or appertaining to or appropriated or used to or for any of the purposes of the said railways which during the continuance of this contract shall be in the possession of the Company, whether belonging to the Secretary of

State or to the Company. Provided always that the rights of either party to this Contract as against the other party hereto in respect of the previous breach of any covenant herein contained shall continue to subsist notwithstanding the determination of this Contract under any of the provisions hereinbefore in this clause contained and such determination shall not affect the right of either party hereto to require the payment of any unpaid money which under the provisions of this Contract shall have become actually payable to or on behalf of such party by the other party hereto.

ARBITRATION.

43. If any dispute, question, or controversy shall at any time whether during the continuance or after the determination of this Contract arise between the Secretary of State and the Company touching this Contract or any clause or thing herein contained or the construction hereof, or any matter connected with this Contract, or the operation of the same, or the rights, duties or liabilities of either party in relation to the premises then and in every such case the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference, and in all other respects to conform to the Indian Arbitration Act, 1899, or any statutory modification thereof for the time being in force.

In witness whereof Thomas Ryan being a Secretary to the Railway Board has hereunto set his hand and seal and the Guzerat Railway Company, Limited, have hereunto caused their common seal to be affixed, the day and year first above written.

SCHEDULE I.

1. The gauge of the said railways shall be 2' 6".
2. The railways, including the rolling stock, shall be built in conformity with the sanctioned schedule of fixed and moveable standard dimension and the sanctioned plans, designs and estimate.
3. The said railways, including the rolling stock, shall be built in regard to the quality and stability of the work to the satisfaction of the Government Inspecting officer for the time being.

SCHEDULE II.

1. All arrangements for the interchange of traffic between the said railways and the Bombay, Baroda and Central India Railway at Nadiad and Godhra stations, shall be subject to the approval of the Secretary of State.
2. All materials required for the construction of the said railways which may be carried over state railways shall be carried over such lines at the special rates for the time being laid down for the carriage of similar materials belonging to State railways.
3. Out of the gross earnings of the said railways the Company shall pay such of the cost, as is sanctioned by the Secretary of State as chargeable to the working expenses of the said railways of working, managing and fully and efficiently maintaining, renewing and upholding the said railways and railway stations, station yards, sidings, crossing places, bridges, viaducts, offices, warehouses, houses for employes, rolling stock, fixed and moveable machinery, tools and plant, office furniture and equipment, conveniences, and works and the remainder of such gross earnings together with such interest as may accrue during the half year on the unexpended capital of the Company referred to in clause 26A of this Contract for each half year shall be the net earnings of the Company for the said half year.

REBATE.*

4. With effect from the close of the period during which interest is payable out of the Capital under clause 5, hereof whether such interest is paid or not the Secretary of State shall pay to the Company, in respect of and at the end of each

* NOTE.—For the purposes of calculating the rebate, the net earnings of the main line from traffic interchanged with the branch will be assumed to bear the same proportion to the gross earnings of the main line from such traffic as the net earnings of the main line system bear to its gross earnings.

year by way of rebate, such a sum not exceeding in any year the net earnings from all traffic of the said railways (except the earnings derived from the carriage of stores) interchanged between the Bombay, Baroda and Central India Railway and the said railways as shall, together with the net earnings of the Company for the said year, make up an amount equal to interest for the year at a rate of 5 per cent. per annum on the paid up share capital of the Company. Provided always that when the net earnings of the Company in any year shall exceed the minimum amount sufficient to give a return of 5 per cent. per annum on such capital such excess shall be divided equally between the Secretary of State and the Company. The payments under this clause shall be calculated at the close of each calendar year, but payments on account and subject to adjustment may be made at the close of the first half of each year.

5. The Company (so far as authorised so to do by its constitution, and subject to the law for the time being in force in British India) may, during a period which shall extend to the close of the half year in which the said railways shall be actually completed and opened throughout for public traffic in accordance with the provisions hereof, pay out of capital any sums by way of interest on the amounts from time to time *bonâ fide* paid up on the issued share capital of the Company, not amounting, together with the *interim* net earnings of the said railways and with any interest received by the Company from any investments of any moneys raised for the purposes of this agreement and from any bank or banks in which any such moneys are deposited and any profits realised by the Company on the sale of any such investments as aforesaid and any other miscellaneous receipts of the Company in the nature of revenue for the period in respect of which such interest is paid to more than 4 per cent. per annum on the sums in respect of which the interest is paid. The moneys paid out of capital under this clause may be charged to Capital Account as part of the original cost of construction.

6. The Company may also during construction pay out of capital the sum of Rs. 6,000 per annum towards the office expenses and expenses of management of the Company, also such actual expenditure on the general supervision of construction as may be approved by the Secretary of State and the money so paid out of capital may be charged to capital account as part of the original cost of construction.

7. If this Contract shall be determined by notice of purchase, the Secretary of State shall within four months from the date as on which this Contract shall, except as hereinafter provided, so be determined, pay to the Company in India out of the revenues of India in rupee currency the following sum; that is to say, if the Contract shall be determined by notice of purchase on the 31st day of March 1944, or at the expiration of any subsequent period of ten years, a sum of money equal to 25 times the amount of the average yearly net earnings (excluding payments on account of rebate) derived by the Company from the said railways during the three years immediately preceding the time at which this Contract shall be determined, but so that the total amount so payable to the Company shall not in any case exceed by more than 20 per cent. the total capital expenditure of the Company as appearing in the capital account of the Company, or be less than such total capital expenditure.

8. If this Contract shall be determined by notice of special purchase, the Secretary of State shall within four calendar months from the date as on which this Contract shall, except as hereinafter provided, so be determined, pay to the Company in India out of the revenues of India in rupee currency a sum of money equal to 25 times the average yearly net earnings (excluding payments on account of rebate) derived by the Company from the said railways during the three years preceding the time at which this Contract shall be determined or 115 per cent. of the total capital expenditure of the Company as appearing on the capital account of the Company, whichever may be the greater.

9. If this Contract shall be determined by notice of determination, the Secretary of State shall, except as hereinafter provided, within four calendar months from the time of such determination pay to the Company in India out of the revenues of India, in rupee currency the fair value of the said railways and works so far as the same shall then have been constructed and of all rails, fastenings,

sleepers, fixed machinery, plant, and stores which shall be relinquished, given up, or delivered by the Company to the Secretary of State under the 42nd clause of this Contract. The fair value of property for the purposes of this clause shall, in case of difference between the Secretary of State and the Company, be ascertained by arbitration under the proviso for arbitration in that behalf contained in the 43rd clause of this Contract, and shall be calculated without reference to expectations of future profits to be derived from working the said railways.

10. The Secretary of State shall be at liberty to deduct any amount that there may be owing by the Company to him at the date as on which this Contract shall be determined from any moneys which but for this proviso would be payable by him to the Company under the provisions of clauses 7, 8 or 9 of this schedule.

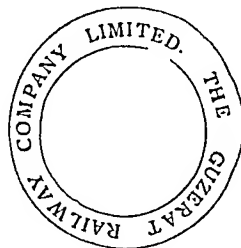
11. The clear balance of money payable by the Secretary of State to the Company under the 7th, 8th or 9th clauses of this Contract shall carry interest in favour of the Company at the rate of 3 per cent. per annum, to be computed from the date as on which this Contract shall be determined down to the time of payment or tender of such clear balance by or on behalf of the Secretary of State to the Company. And the Secretary of State shall pay to the Company in India out of the revenues of India any interest accrued under this clause in favour of the Company with the capital money in respect of which the interest shall have become payable.

SIGNED, SEALED AND DELIVERED }
by the above named Secretary to the RAILWAY } T. RYAN.
BOARD in the presence of—

K. M. SINGHA,

Assistant, Railway Board.

The Common Seal of the Guzerat
Railways Company Limited was here-
unto affixed in pursuance of a Resolu-
tion of the Directors of the Company
passed at a meeting of the Board held
on the thirtieth day of April one thou-
sand nine hundred and fourteen in the
presence of—



CHUNILAL V. MEHTA,
HARGOVIND D. KANTA- } *Directors.*
VALLA.

KILLICK NIXON & Co. *Agents.*

THE GUJARAT RAILWAYS COMPANY, LIMITED.

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Intercharge of — to be subject to the approval of the Secretary of State...				Sch. II (1)

W.

<i>Working—</i>				
Of the line shall be vested in the Company	...	...	...	18
<i>Works—</i>				
Secretary of State to have the power to determine the situation and dimensions of —	...	...	...	11

THIS AGREEMENT made the 9th day of December 1895 between the Secretary of State in Council of India (hereinafter called "the Secretary of State") of the one part, and Robert, and Robert Preston Nixon and Roger Buttery Sedgwick, both of 5, Fenwick Street, Liverpool, and Lowther Robert Windham Forrest, of Bombay, trading under the style of Messrs. Killick, Nixon & Co., of Bombay (hereinafter called the "the Promoters"), of the other part.

WHEREAS the Promoters contemplate the immediate formation and establishment of a Joint Stock Company, Limited, by shares and registered in India under the Indian Companies Act, 1882, and to be called the Ahmedabad-Parantij Railway Company, Limited, with a nominal capital of not less than the sum of 20 lakhs of rupees divided into shares of Rs. 500 each, and powers sufficient to enable it to provide for the execution, carrying out and fulfilment of or to execute, carry out, and fulfil, all the works, duties, and liabilities which under the Indenture set out in the schedule hereto (hereinafter referred to as "the scheduled contract") would have to be executed, carried out, and fulfilled by or on behalf of the Company party thereto and have requested the Secretary of State to enter into such undertaking as is on his part hereinafter contained which he has consented to do.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows; that is to say :—

1. If prior to the 31st day of March 1896 a Joint Stock Company, Limited, by shares shall be duly registered in India under the Indian Companies Act, 1882, with a nominal capital of not less than the sum of 20 lakhs of rupees, divided into shares of Rs. 500 each, and with powers sufficient to enable it to provide for the execution, carrying out, and fulfilment of, or to execute, carry out and fulfil all the works, duties, and liabilities which under the scheduled contract would have to be executed, carried out, and fulfilled by or on behalf of the Company party thereto, including powers to make or cause to be made extensions of the railway and works in the scheduled contract referred to, and to raise additional capital for the purposes aforesaid, and if the whole of the said capital of 20 lakhs of rupees of such Company or such portion thereof as may be considered satisfactory by the Secretary of State shall be subscribed on or before the 31st day of March 1896 for payment to such Company and if such Company shall prior to the 30th day of April 1896 duly and formally execute in duplicate an Indenture identically in the words and figures of the scheduled contract with the addition of the date thereof, or with such modification of detail as may be agreed upon between such Company and the Secretary of State, and shall on or before the said 30th day of April 1896 deliver to the Secretary of State the said Indenture in duplicate duly executed as aforesaid, and if the Promoters shall have duly performed and observed the stipulations and provisions on their part to be performed and observed, the Secretary of State will at any time afterwards, upon the request in writing of the Promoters execute the said Indenture which shall thereupon become binding upon both parties thereto, and will deliver one part of such Indenture to the said Company.

2. Subject to the law for the time being in force in British India, the Secretary of State will give his sanction to the payment out of capital, during a period which shall extend to the close of the half-year next after that in which the said railway shall have been opened throughout for public traffic, of such sums as, with the interim net earnings of the said railway during the period aforesaid shall be required to pay interest at the rate of 4 per cent. per annum on the subscribed capital of the Company to be registered as aforesaid, and a sum of Rs. 5,000 per annum towards the office expenses and expenses of management of the said Company. The Secretary of State will also recognise the payment out of capital by the said Company of a commission $2\frac{1}{2}$ per cent. on the said capital of 20 lakhs of rupees or on so much thereof as shall be subscribed of as aforesaid, which commission shall cover all remuneration to the promoters for their trouble and all expenses incurred by them (other than legal expenses and expenses of advertising, printing, registration and stamps) of or in connection with the floating

of the said proposed Company. A statement shall be inserted in every prospectus, notice, or advertisement of the proposed Company, inviting subscriptions for capital, that the Secretary of State accepts no responsibility for the estimates of the cost of the proposed undertaking or its probable profits after completion.

3. The promoters shall submit all contracts and items of expenditure entered into or incurred in England on behalf of the proposed Company, the cost of which is intended to be charged against capital, for the sanction of the Secretary of State, and all such contracts and items of expenditure entered into or incurred in India for the sanction of the Government of Bombay, and no expenditure against capital will be allowed to be charged by the proposed Company for which the previous sanction of the Secretary of State or of the Government of Bombay, as the case may be, shall not have been obtained.

In witness whereof Sir James Braithwaite Peile, K. C. S. I., and Sir Charles Haukes Todd Crosthwaite, K. C. S. I., being two Members of the Council of India and Robert Preston Nixon, Roger Buttery Sedgwick and Lowther Robert Windham Forrest have hereunto set their hands the day and year first above written.

Signed by the abovenamed two Members of the Council of India in the presence of

W. H. TREASURE,
India Office,
Westminster,
Solicitor.

J. B. PEILE.
C. H. T. CROSTHWAITE.

Signed by the abovenamed ROGER BUTTERRY SEDGWICK in the presence of

W. HARDMAN,
5, Fenwick Street,
Liverpool,
Manager.

ROGER B. SEDGWICK.

Signed by the abovenamed ROBERT PRESTON NIXON and LOWTHER ROBERT WINDHAM FORREST in the presence of

JOHN R. SCOTT,
Clerk, Messrs. White Benett & Co.,
6, Whitehall Place,
Westminster.

R. P. NIXSON.
L. R. W. FORREST.



Stamp,
6d.

THIS AGREEMENT, made the 11th day of April 1901, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part, and LOWTHER ROBERT WINDHAM FORREST, FRANCIS ALBERT REDDIE, and HENRY EDWARD EDLESTON PROCTER of 3, Crosby Square, London, trading under the style of Messrs. Killick, Nixon and Co. of Bombay (hereinafter called "the Promoters"), of the other part.

WHEREAS the Promoters contemplate the immediate formation and establishment of a Joint Stock Company limited by shares and registered in India under the Indian Companies Act, 1882, and to be called the Ahmedabad-Dholka Railway Company, Limited, with a nominal capital of not less than the sum of 13 lakhs of rupees, divided into shares of Rs. 100 each, and powers sufficient to enable it to provide for the execution, carrying out, and fulfilment of, or to execute, carry out, and fulfil, all the works, duties, and liabilities which under an Indenture in the terms set out in the schedule hereto (hereinafter referred to as "the scheduled contract") would have to be executed, carried out, and fulfilled by or on behalf of the Company party thereto, and have requested the Secretary of State to enter into such undertaking as is on his part hereinafter contained, which he has consented to do.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows ; that is to say :—

1. If prior to the 31st day of December 1901 a Joint Stock Company limited by shares shall be duly registered in India under the Indian Companies Act, 1882, with a nominal capital of not less than the sum of 13 lakhs of rupees, divided into shares of Rs. 100 each, and with powers sufficient to enable it to provide for the execution, carrying out, and fulfilment of, or to execute, carry out, and fulfil, all the works, duties, and liabilities which under the scheduled contract would have to be executed, carried out, and fulfilled by or on behalf of the Company party thereto, including powers to make or cause to be made extensions of the railway and works in the scheduled contract referred to, and to raise additional capital for the purposes aforesaid, and if the whole of the said capital of 13 lakhs of rupees of such Company, or such portion thereof as may be considered satisfactory by the Secretary of State, shall be subscribed on or before the 31st day of December 1901 for payment to such Company, and if such Company shall prior to the 31st day of December 1901 duly and formally execute in duplicate an Indenture identically in the words and figures of the scheduled contract, with the addition of the date thereof, or with such modification of detail as may be agreed upon between such Company and the Secretary of State, and shall on or before the said 31st day of December 1901 deliver to the Secretary of State the said Indenture in duplicate duly executed as aforesaid, and if the Promoters shall have duly performed and observed the stipulations and provisions on their part to be performed and observed, the Secretary of State will at any time afterwards, upon the request in writing of the Promoters, execute the said Indenture, which shall thereupon become binding upon both parties thereto, and will deliver one part of such Indenture to the said Company.

2. Subject to the law for the time being in force in British India, the Secretary of State will give his sanction to the payment out of capital, during a period which shall extend to the close of the half-year next after that in which the said railway shall have been opened throughout for public traffic or to the 31st day of December 1902, whichever period shall be the shorter, of such sums as, with the interim net earnings of the said railway during the period aforesaid, shall be required to pay interest at the rate of 4 per cent. per annum on so much of the said nominal capital of the said Company as shall for the time being be paid up, and a sum of Rs. 5,000 per annum during such period towards the office expenses and expenses of management and direction of the said Company. The

Secretary of State will also recognize the payment out of capital by the said Company of a commission of $3\frac{1}{2}$ per cent. on the subscribed capital, which commission shall cover all remuneration to the Promoters for their trouble and all expenses, including legal expenses and expenses of advertising and printing of or in connection with the floating of the said proposed Company. A statement shall be inserted in every prospectus, notice, or advertisement of the proposed Company, inviting subscription for capital, that the Secretary of State accepts no responsibility for the estimates of the cost of the proposed undertaking or its probable profits after completion.

3. The Promoters shall submit all contracts and items of expenditure entered into or incurred in England on behalf of the proposed Company, the cost of which is intended to be charged against capital, for the sanction of the Secretary of State, and all such contracts and items of expenditure entered into or incurred in India for the sanction of the Government of Bombay, and no expenditure against capital will be allowed to be charged by the proposed Company for which the previous sanction of the Secretary of State or of the Government of Bombay, as the case may be, shall not have been obtained.

In witness whereof SIR CHARLES HAUKEs TODD CROSTHWAITE, K.C.S.I., and SIR JAMES LYLE MACKAY, K.C.I.E., being two members of the Council of India, and LOWTHER ROBERT WINDHAM FORREST, FRANCIS ALBERT REDDIE, and HENRY EDWARD EDLESTON PROCTER have hereunto set their hands, the day and year first above written.

Signed by the abovenamed two members of the Council of India in the presence of

W. H. TREASURE,
India Office,
Solicitor.

(Signed) C. H. T. CROSTHWAITE.

(Signed) JAS. L. MACKAY.

Signed by the abovenamed LOWTHER ROBERT WINDHAM FORREST in the presence of

A. MARTINI,
3, Crosby Square,
London, E.C.

(Signed) L. R. W. FORREST.

Signed by the abovenamed FRANCIS ALBERT REDDIE and HENRY EDWARD EDLESTON PROCTER in the presence of

T. W. BIRKETT,
Bombay.

(Signed) F. A. REDDIE.

(Signed) H. E. E. PROCTER.

3rd May 1901.

DATED 11th April 1911.

THE SECRETARY OF STATE IN
COUNCIL OF INDIA

AND

MESSRS. KILLICK, NIXON & CO.

AGREEMENT

FOR THE

Formation of a Company for the Construction of a Railway from Sábarnai to Dholka in connection with the Rájpútána-Málwa Railway.

THIS AGREEMENT, made the 11th day of June 1896, BETWEEN the Secretary of State in Council of India (hereinafter called "the Secretary of State") of the one part, and Robert Preston Nixon and Roger Buttery Sedgwick, both of 5, Fenwick Street, Liverpool, and Lowther Robert Windham Forrest, of Bombay, trading under the style of Messrs. Killick, Nixon and Company of Bombay, by their Agents Messrs. Nixon, Sedgwick, and Co., of Fenwick Street, Liverpool (hereinafter called "the Promoters"), of the other part.

WHEREAS the Promoters contemplate the immediate formation and establishment of a Joint Stock Company limited by shares and registered in India under the Indian Companies Act, 1882, and to be called the Tapti Valley Railway Company, limited, with a nominal capital of not less than the sum of 130 lakhs of rupees, divided into shares of Rs. 500 each, and powers sufficient to enable it to provide for the execution, carrying out, and fulfilment of, or to execute, carry out, and fulfil all the works, duties, and liabilities which under the Indenture set out in the schedule hereto (hereinafter referred to as "the scheduled contract") would have to be executed, carried out, and fulfilled by or on behalf of the Company party thereto, and have requested the Secretary of State to enter into such undertaking as is on his part hereinafter contained, which he has consented to do.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows, that is to say:—

1. If prior to the 24th day of June 1896 a Joint Stock Company limited by shares shall be duly registered in India under the Indian Companies Act, 1882, with a nominal capital of not less than the sum of 130 lakhs of rupees, divided into shares of Rs. 500 each, and with powers sufficient to enable it to provide for the execution, carrying out, and fulfilment of, or to execute, carry out, and fulfil, all the works, duties and liabilities which under the scheduled contract would have to be executed, carried out, and fulfilled by or on behalf of the Company party thereto, including powers to make or cause to be made extensions of the railway and works in the scheduled contract referred to, and to raise additional capital for the purposes aforesaid, and if the whole of the said capital of 130 lakhs of rupees of such Company, or such portion thereof as may be considered satisfactory by the Secretary of State, shall be subscribed on or before the 24th day of June 1896 for payment to such Company, and if such Company shall prior to the 24th day of July 1896 duly and formally execute in duplicate an Indenture identically in the words and figures of the scheduled contract, with the addition of the date thereof, or with such modification of detail as may be agreed upon between such Company and the Secretary of State, and shall on or before the said 24th day of July 1896 deliver to the Secretary of State the said Indenture in duplicate duly executed as aforesaid, and if the Promoters shall have duly performed and observed the stipulations and provisions on their part to be performed and observed, the Secretary of State will at any time afterwards, upon the request in writing of the Promoters, execute the said Indenture, which shall thereupon become binding upon both parties thereto, and will deliver one part of such Indenture to the said Company.

2. Subject to the law for the time being in force in British India, the Secretary of State will give his sanction to the payment out of capital, during a period which shall extend to the close of the half year next after that in which the said railway shall have been opened throughout for public traffic, of such sums as, with the *interim* net earnings of the said railway during the period aforesaid, shall be required to pay interest at the rate of 4 per cent. per annum on the subscribed capital of the Company to be registered as aforesaid, and a sum of Rs. 10,000 per annum towards the office expenses and expenses of management of the said Company. The Secretary of State will also recognize the payment out of capital by the said Company of a commission of $2\frac{1}{2}$ per cent. on the said capital of 130 lakhs of rupees, or on so much thereof as shall be subscribed as aforesaid which commission shall cover all remuneration to the Promoters for their trouble and all expenses incurred by them (other than legal expenses and expenses of advertising, printing, registration and stamps) of or in connection with the floating of the said proposed Company. A statement shall be inserted in every prospectus,

notice, or advertisement of the proposed Company, inviting subscriptions for the capital, that the Secretary of State accepts no responsibility for the estimates of the cost of the proposed undertaking or its probable profits after completion.

3. The Promoters shall submit all contracts and items of expenditure entered into or incurred in England on behalf of the proposed Company, the cost of which is intended to be charged against capital, for the sanction of the Secretary of State, and all such contracts and items of expenditure entered into or incurred in India for the sanction of the Government of Bombay, and no expenditure against capital will be allowed to be charged by the proposed Company for which the previous sanction of the Secretary of State or of the Government of Bombay, as the case may be, shall not have been obtained.

In witness whereof Sir Charles Hanks Todd Crosthwaite, K. C. S. I., and Robert Hardie Esquire, being two members of the Council of India, and the said Nixon, Sedgwick and Company as Agents for and on behalf of the said Robert Preston Nixon, Roger Buttery Sedgwick and Lowther Robert Windham Forrest have hereunto set their hands, the day and year first above written.

Signed by the said two members
of the Council of India in the
presence of
W. H. Treasure,
India Office, S. W.,
Solicitors.

C. H. T. Crosthwaite.

R. Hardie.

Signed by the said Nixon, Sedgwick and Company as Agents
for and on behalf of the said
Robert Preston Nixon, Roger
Buttery Sedgwick and Lowther
Robert Windham Forrest in the
presence of
Hubert Laurence,
Merchant,
5, Fenwick Street,
Liverpool.

Nixon, Sedgwick & Co.

